



Village of Winnetka

Village Council Regular Meeting

June 7, 2022 at 7:00 PM

Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. June 14, 2022 Study Session
 - b. June 21, 2022 Regular Meeting
4. **Public Comments**
5. **Reports**
 - a. Life Saving Award Presentation
6. **Approval of Agenda**
7. **Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. May 3, 2022 Regular Meeting
 - ii. May 10, 2022 Study Session
 - iii. May 17, 2022 Regular Meeting
 - b. Approval of Warrant List dated May 3, 2022 - May 16, 2022
 - c. Resolution No. R-67-2022: Approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 203 (Adoption)
 - d. Resolution No. R-68-2022: Approving an Outdoor Dining Agreement with Good Grapes LLC (Adoption)
 - e. Resolution No. R-70-2022: Liquor License Lakeside Foods (Adoption)
 - f. Resolution No. R-72-2022: Approving a Change Order to a Contract with Northern Divers USA Inc. (Adoption)
 - g. Resolution No. R-73-2022: MOA Winnetka Park District - Cherry Street Beach Security Monitoring Agreement (Adoption)
 - h. Resolution No. R-76-2022: Advanced Metering Consulting Services (Adoption)
 - i. Resolution No. R-77-2022: Approving an Outdoor Dining Agreement with Paradise Food Italia LLC D/B/A Tocco (Adoption)
8. **Ordinances and Resolutions**

- a. Resolution No. R-65-2022: Waiving Competitive Bidding and Approving The Purchase Of Line Truck From Altec Industries, Inc. (Adoption)
- b. Resolution No. R-71-2022: Streetscape Phase 5 Design (Adoption)

9. Old Business

10. New Business

11. Appointments

12. Closed Session

13. Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
May 3, 2022**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, May 3, 2022, at 7:00 PM.

- 1) Call to Order. President Pro Tem Andy Cripe called the meeting to order at 7:08 PM. Village Manager Bahan called the roll. Present: Trustees Robert Apatoff, Andy Cripe, Tina Dalman, Bob Dearborn, Kim Mancini, and John Swierk. Absent: President Christopher Rintz. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Community Development Director David Schoon, Public Works Director Giovanni McLean, Village Attorney Peter Friedman, and approximately 2 persons in the audience.
- 2) Pledge of Allegiance. Trustee Swierk led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) May 10, 2022 Study Session. All of the Council members present said they expect to attend.
 - b) May 17, 2022 Regular Meeting. All of the Council members present said they expect to attend. Bob Dearborn will not be present.
- 4) Public Comment.
 - i) Liz Kunkle thanks Council for advocating for compost collection and curbside services.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Mancini reflects on the latest Plan Commission meetings regarding the Comprehensive Plan. While there has been significant progress, Trustee Mancini indicates that there is still work to be done.
 - ii) Trustee Apatoff commends the Fire Department on their services and level of professionalism.
 - b) Attorney. None.
 - c) Village Manager. None.
 - d) Village President. None.
- 6) Approval of the Agenda. Trustee Dalman, seconded by Trustee Apatoff, moved to approve the Agenda. By voice vote, the motion carried.
- 7) Consent Agenda

- a) Village Council Minutes.
 - i. April 12, 2022, Study Session
- b) Approval of Warrant List dated April 5, 2022 – April 18, 2022 in the amount of \$1,376,429.01.
- a) Resolution No. R-53-2022 – Awarding an Agreement to Avalon Petroleum Company for the Purchase of Fuel (Adoption)
- b) Resolution No. R-55-2022 – Awarding a Contract to Midwest Mechanical, LLC for HVAC Services (Adoption)
- c) Resolution No. R-56-2022 – Approving a Sixth Amendment to a License Agreement with New Cingular Wireless PCS (Adoption)
- d) Resolution No. R-57-2022 – 2022 Sewer Relining Program (Adoption)
- e) Resolution No. R-58-2022 – Purchase of Software Licenses from Liftoff LLC (Adoption)
- f) Resolution No. R-60-2022 – Waiving Bidding Requirements for the Purchase of Bulk Rock Salt and Approving a Purchase Order with Morton Salt, Inc (Adoption)
- g) Resolution No. R-61-2022 – Awarding a Contract to G&L Contractors for Dredging Services (Adoption)

Trustee Apatoff, seconded by Trustee Dalman, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

8) Ordinances and Resolutions:

- a) Ordinance No. M-09-2022 – 1183 Scott Avenue Annexation & Rezoning (Public Hearing/Introduction/Adoption)

Community Development Director David Schoon informs Council of the homeowner's request to annex 1183 Scott Avenue into the Village of Winnetka, a portion of the property that is currently located in the Village of Glencoe. The annexation request has been reviewed and approved by the Village of Glencoe. Once annexed, this will then be recorded with Cook County Clerk Recording Division.

Trustee Dearborn questions whether there is an expiration of the intergovernmental agreement regarding the annexation. Community Development Director David Schoon confirms that he believes that the annexation was left open by the Village, however, this will be confirmed after checking the records.

Council deliberates previous annexation matters related to properties along Village of Glencoe and Village of Winnetka and reviews the benefits of approval of the annexation.

Public Hearing.

No public comment.

Trustee Swierk, seconded by Trustee Mancini, moved to waive introduction of Ordinance No. M-9-2022. By voice vote, the motion carried

Trustee Mancini, seconded by Trustee Dalman, moved to adopt Ordinance No. M-9-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

b) Resolution No. R-54-2022 – Extension of Recycling Services Agreement (Adoption)

Public Works Director Giovanni McLean informs Council of the terms and conditions regarding the Lakeshore Recycling Systems agreement extension.

Giovanni McLean indicates the monthly residential rates will increase from \$5.37 to \$5.79 per home (7.9%) for the first year of the contract and commercial rates will utilize a price matrix based on actual usage. The remaining years of the contract will be indexed to the actual CPI, with a 2.0% minimum increase and a 4.5% maximum increase annually. Additional services to be provided include a la carte composting services for commercial customers, drop-off composting for institutional and residential customers and annual spring clean-up collection services. The first-year rates are consistent with today's market rates and remaining years of the contract will be indexed to the actual CPI, with a 2.0% minimum increase and a 4.5% maximum increase annually.

Trustee Mancini questions the commercial recycling program. Mr. McLean confirms that the commercial refuse service will remain in house while the recycling program is contracted out by Lakeshore Recycling Services, enhancing the cost of service that is effective for both parties, and elaborates on the commercial and institutional composting service that is offered through the agreement.

Village Council and Lakeshore Recycling representative Bill Kenney discuss the upkeep and cleanliness of the bins and containers that are provided for residential and commercial use.

Giovanni McLean confirms that staff will work with the Environmental and Forestry Commission to inform new and existing local businesses of the services that will be provided through Lakeshore Recycling Services.

Public Comment.

Liz Kunkle informs Council of her involvement at the state and national level with associations for composting and how the Village of Winnetka can potentially incorporate similar services and processes.

Gio McLean informs Council of the annual spring clean-up rates regarding the contract extension.

Trustee Mancini, seconded by Trustee Apatoff, moved to adopt Resolution No. R-54-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

9) Old Business. None.

10) New Business. None.

11) Appointments. None.

12) Adjournment. Trustee Mancini, seconded by Trustee Dalman, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None. The meeting adjourned at 7:46 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION**

May 10, 2022

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, May 10, 2022, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:08 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Rob Apatoff, Andy Cripe, Tina Dalman, Bob Dearborn, Kim Mancini, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Deputy Village Clerk Berina Gradjan, and Community Development Director David Schoon, and approximately 13 persons in the audience.

- 2) Public Comment.

- i) Jeffrey Liss, believes that the post office site serves as a town center for the local community and general public while also attracting traffic to local businesses. With such a diverse use for the town center, Jeffrey believes that the Council should consider providing adequate parking to the West Elm Business District.

- 3) Elm Street Business District Public Gathering Place – Post Office Site.

Trustee Dalman enters 7:14 PM.

Presented before the Council and members of the public is the concept design drawings for the post office site, provided by the Lakota Group, focusing on the improvements and development for community events and formal gathering spaces.

President Rintz informs Council and members of the public on the history of the concept plan, when the Village Council and advisory boards first began planning how the parcel might be used, the history and transformation of the current post office site, and some of the early ongoing planning that is now being worked on by the Village. President Rintz commends the vision for the site to better serve the community by the past board and commissions.

With the results from the 2020 survey from the Caucus, President Rintz states that the results have directly influenced the decision for Village Council to take action in increase the vibrancy of the West Elm Business District as well as enhancing a more public gathering space for community engagement.

The concept plan creates a town square with North and South parking lot along the current post office site, a multipurpose performance stage platform, and a public gathering space that can also serve as a site for Village events and formal gatherings in both the warmer and colder months throughout the year.

President Rintz indicates how the Streetscape project has helped define the basic elements of the proposed concept plans, and the importance of relocating the post office to a site that will be beneficial to the Village.

Village Council commends the post office concept plan and unanimously agree that adequate parking should be considered as well as the use of public restrooms and consideration of the site use during the winter months.

Trustee Apatoff references the success of the tree lighting bringing families together and agrees that the proposed site plan would be an ideal space.

Trustee Dearborn believes that the multi decade planning is a staple in the Village structure and applauds the planning that has gone into the concept plan.

Public Comment.

- i) Scott Myers, urges Council to think about the physical space, providing opportunity for gathering spaces, and to approach the plan in a very conscientious manner. Council agrees that organizations/events can be planned for the gathering space.
- ii) Tom Browne states his support for the concept plan and urges Council to consider the gathering space for the winter months that can still allow for public gatherings.
- iii) Mark Haller, encourages Council to consider storage space for performers and organizations participating in Village events.
- iv) Theresa Lucas, commends the design that opens the space and suggests Council consider public restrooms, accessible bike racks, winter weather friendly gathering space, and to be mindful towards the business community.
- v) Jessica Fuller, commends Council regarding the concept plan and expresses her support for the concept plan. Ms. Fuller encourages the consideration of pop up events.
- vi) Katie Stevens states that she is honored to have taken part in bringing the concept plan to life and the vision to preserve the land for the public while reflecting on the beauty of the Village Green.
- vii) Liz Kunkle believes that is a wonderful vision that is needed for the community.
- viii) Rocky Flinterman questions the sizing (1800 sq ft), tiers, and suggests building the concept plan with lights and speakers that will create a fun energetic vibe.

Council deliberates creating a gathering space that can accommodate all age groups, and the considerations for parking and businesses in the West Elm Business District.

- 4) Adjournment. Trustee Apatoff, seconded by Trustee Cripe, moved to adjourn the Village Council meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None. The meeting adjourned at 8:45 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
May 17, 2022**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, May 17, 2022, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Village Manager Bahan called the roll. Present: Trustees Andy Cripe, Kim Mancini, and John Swierk. Absent: Trustees Robert Apatoff, Tina Dalman, and Bob Dearborn. Also present: Village Clerk Berina Gradjan, Community Development Director David Schoon, Water & Electric Director Brian Keys, Engineering Director Jim Bernahl, Fire Chief John Ripka, Village Attorney Peter Friedman, and approximately 3 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) June 7, 2022 Regular Meeting. All of the Council members present said they expect to attend with the exception of Trustee Cripe who stated that he will not be in attendance.
 - b) June 14, 2022 Study Session. All of the Council members present said they expect to attend.
 - c) June 21, 2022 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment. None.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Swierk commends President Rintz on presenting the post office concept plan and encourages the community to review the presentation.
 - b) Attorney. None.
 - c) Village Manager. None.
 - d) Village President. None.
- 6) Approval of the Agenda. Trustee Mancini, seconded by Trustee Cripe, moved to approve the Agenda. By voice vote, the motion carried.
- 7) Consent Agenda
 - a) Village Council Minutes.
 - i. April 19, 2022, Regular Meeting
 - b) Approval of Warrant List dated April 19, 2022 – May 2, 2022 in the amount of \$1,756,541.04.

- a) Resolution No. R-62-2022 – Approving a Contract with Wesco Distribution, Inc. for the Purchase of Single Phase Pad Mount Transformers (Adoption)
- b) Resolution No. R-63-2022 – Approving a Contract with Wesco Distribution, Inc. for the Purchase of Single Phase Pole Mount Transformers (Adoption)
- c) Resolution No. R-66-2022 – Approving a Contract with Lakes and Rivers Contracting Inc. for the Repair of Pier Brace (Adoption)

Trustee Mancini, seconded by Trustee Cripe, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Cripe, Mancini, Swierk, and President Rintz. Nays: None. Absent: Trustees Apatoff, Dalman, and Dearborn.

8) Ordinances and Resolutions:

- a) Ordinance No. M-10-2022 - Sarah Dippold Interior Design Studio - 906 Green Bay Road Special Use Permit (Introduction/Adoption)

Community Development Director David Schoon informs Council of the applicant's request for a special use permit allowing the existing interior design office to remain on the property. The Plan Commission unanimously approved the request by a 5-0 vote.

Sarah Dippold informs Council as to why she is seeking a special use permit and informs Council regarding her plans to conduct her business. Ms. Dippold expresses her enthusiasm for working in Winnetka and her eagerness to continue working in the Village.

Trustee Swierk thanks Ms. Dippold for her enthusiasm to work within the Village, however, questions how the business obtains sales tax. Ms. Dippold states that because her business is still physically located in Glencoe, the transition will allow the sales tax to be collected by the Village of Winnetka.

Trustee Cripe does not believe design businesses should have to have Council approval and believes that the requirements should be reviewed.

Trustee Swierk, seconded by Trustee Cripe, moved to waive introduction of Ordinance No. M-10-2022. By voice vote, the motion carried

Trustee Cripe, seconded by Trustee Mancini, moved to adopt Ordinance No. M-10-2022. By roll call vote, the motion carried. Ayes: Trustees Cripe, Mancini, Swierk, and President Rintz. Nays: None. Absent: Trustees Apatoff, Dalman, and Dearborn.

- b) Resolution No. R-59-2022 - Approval of Street Rehab Program (Adoption)

Director of Engineering Jim Bernahl informs Council of the slight modifications regarding the 2022 Street Rehabilitation and Public Improvements Program due to budgetary restrictions and changes in state regulations for mandatory replacement of lead water service lines. Jim Bernahl reviews the programs initial plans for redesign, replacement of watermain, and resurface of streets within the Village.

With the Illinois Environmental and Protection Agency changing state standards for the replacement of lead service lines, Village staff had to reorganize program plans to work with homeowners in order to replace lead service lines located on residential properties.

Due to costs of replacements, Village staff suggests that the Village covers 50% of expense factors due to variations of residential homes such as front yard sizing, landscape designs, ongoing home projects, etc. Jim Bernahl suggests that the Village will provide a plumber for the homeowner, requiring the homeowner to reimburse the Village at 50% of the cost, or the homeowner can choose their own plumber and Village will reimburse 50% of original proposal cost of the Village's chosen plumber rates. The IEPA and the Village allow for a homeowner to opt out of the replacement program, however, the Village is required to have the homeowner sign a Department of Public Health waiver.

Village Council deliberates the total costs and timing of the program, how the Village can contribute financial assistance to the homeowners and how much of the expense can be covered by the Village, and how Village staff plans on working with the individual homeowners throughout the replacement program.

President Rintz indicates that he does not agree with the replacement program due to short notice by the State, budget costs, hardship situations, and homeowners having to be responsible for replacements that are out of their control.

Council deliberates alternate solutions for homeowners to pay for the expenses such as through recapture programs or by paying costs overtime.

Jim Bernahl indicates that staff plans on working with surrounding municipalities, homeowners, and the State to continue to figure out effective measures that can be taken to plan the replacement program accordingly.

Trustee Swierk, seconded by Trustee Mancini, moved to adopt Resolution No. R-59-2022. By roll call vote, the motion carried. Ayes: Trustees Cripe, Mancini, Swierk, and President Rintz. Nays: None. Absent: Trustees Apatoff, Dalman, and Dearborn.

c) Resolution No. R-64-2022 - Approving Intergovernmental Agreements for the Sale/Lease of Fire Rescue Boat (Adoption)

Fire Chief John Ripka presents two intergovernmental agreements, a loan agreement and a use agreement, in which the Winnetka Fire Department is seeking a shared response with the Wilmette and Evanston Fire Department's regarding joint water rescue and marine fire responses. The use of the rescue boat comes from the Village of Willow Springs for a one-year lease term. In turn, the Fire Departments will use the boat for training purposes and for rescue calls.

Fire Chief John Ripka informs Council of how the boat will be used for emergency responses between the joint municipalities and how the surrounding Fire Departments will train together for future emergencies.

Council discusses the use of the boat's previous life and the anticipated longevity.

Trustee Swierk suggests considering potential damage to the boat and how that will affect the intergovernmental agreements and costs.

Trustee Cripe, seconded by Trustee Swierk, moved to adopt Resolution No. R-64-2022. By roll call vote, the motion carried. Ayes: Trustees Cripe, Mancini, Swierk, and President Rintz. Nays: None. Absent: Trustees Apatoff, Dalman, and Dearborn.

- d) Resolution No. R-65-2022 - Waiving Competitive Bidding and Approving Purchase of Line Truck from Altec Industries (Adoption)

Consideration of Resolution No. R-65-2022 is deferred to the June 7th meeting due to quorum numbers.

9) Old Business. None.

10) New Business. None.

11) Appointments. None.

12) Adjournment. Trustee Mancini, seconded by Trustee Cripe, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Cripe, Mancini, and Swierk. Nays: None. Absent: Trustees Apatoff, Dalman, and Dearborn. The meeting adjourned at 8:12 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List dated May 3, 2022 - May 16, 2022

PRESENTER: Kristin Kazenas

AGENDA DATE: June 7, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

The Warrant List dated May 3, 2022 - May 16, 2022.

RECOMMENDATION:

Consider approving the Warrant List dated May 3, 2022 - May 16, 2022

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-67-2022: Approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 203 (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: June 7, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

On June 29, 2021, the Village Council approved Ordinance No. M-12-2021, approving an amendment to a special use permit and variations to zoning for New Trier High School's replacement of their gymnasium, construction of an addition to the school building, and parking lot improvements.

On March 1, 2022, the Village Council approved Resolution No. R-34-22, rejecting all bids, waiving bidding requirements and awarding contract to Wesco Distribution for the purchase of a 2500 kVA pad mount transformer. Due to extended lead times, the transformer was ordered at the request of NTHS in anticipation of a future transformer upgrade required to support their project.

EXECUTIVE SUMMARY:

As part of NTHS gymnasium and renovation project, upgrades to the Village's electric distribution infrastructure are required to serve the projected increase in electrical load. Utility improvements to be performed by the Water & Electric Department are estimated to cost \$365,591. Due to the size of the project and the granting of utility easements by the school district, an Intergovernmental Agreement (IGA) between the Board of Education of New Trier Township High School District No. 203 (NTHS) and the Village has been created.

The projected load addition associated with the gymnasium project will overload the existing cable circuit configuration. The utility is splitting the cable circuit and reallocating a portion of the electrical load to other circuits in order to serve the new projected electrical demand from the completed gymnasium project. Work performed within the IGA includes the installation of a new pad mount switchgear, upgrade of an existing pad mount transformer, a new manhole, conduit and the installation of 15kV cable.

The IGA also includes an easement agreement between the two parties. NTHS is granting easements to the Village for the associated electrical infrastructure. The proposed easements also incorporate utility work performed in 2021 that relocated electric infrastructure to accommodate the building demolition schedule.

At the May 16, 2022, Board of Education Meeting, NTHS approved the intergovernmental agreement

with the Village of Winnetka for the installation of electric utility improvements. With the Village Council's approval of the agreement, the Water & Electric Department would commence utility work during the summer months of 2022. The new transformer would not be installed until the summer of 2023.

The FY2022 Electric Fund capital and expense budget contained funding for this project in anticipation of this project based on preliminary design work.

Underground System Distribution Material (account #500.42.31-547): \$20,000 manholes

Underground System Distribution System (account #500.42.31-547): \$21,000 switchgear

Directional boring work will be charged to the new business account.

Directional Boring & Conduit Installation (account #500.42.37-660): \$440,000

Cable for this project will be drawn from on-hand inventory. The 2022 Budget for underground conductors is \$436,806 (account #500.42.31-660).

In accordance with the terms and conditions of the IGA, NTHS will be responsible for all costs associated with the electric infrastructure upgrades required to support their gymnasium project.

Resolution No. R-67-2022, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest the IGA with the Board of Education of New Trier Township High District No. 203.

RECOMMENDATION:

Consider adoption of Resolution No. R-67-2022, approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 203, in the form presented in Exhibit A.

ATTACHMENTS:

1. Resolution No. R-67-2022: Approving an Intergovernmental Agreement with the Board of Education of New Trier Township High District No. 203

ATTACHMENT 1

RESOLUTION NO. R-67-2022

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENTS WITH NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT 203 FOR ELECTRIC UTILITY IMPROVEMENTS AND EASEMENTS (385 Winnetka Avenue)

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, the New Trier High School District 203 ("***School District***") is the owner of the property located at 385 Winnetka Avenue, Winnetka, Illinois ("***Property***"); and

WHEREAS, the Property is improved with multiple buildings and structures, and is used by the School District as the Winnetka Campus of New Trier High School; and

WHEREAS, the School District desires to improve the Property by demolishing certain existing buildings, renovating other existing buildings, and constructing new buildings on the Property (collectively, the "***School Improvements***");

WHEREAS, the Village owns and maintains electric infrastructure that serves and crosses the Property which will not be sufficient to serve the Property after completion of the School Improvements; and

WHEREAS, to provide sufficient electric utility service to the Property, the School District has requested that the Village procure materials for, construct, and install certain improvements to the electric utility infrastructure ("***Electric Improvements***"), some of which have already been completed in order to facilitate electrical service at and near the Property; and

WHEREAS, the Parties desire enter into agreements to govern the completion of the Electric Improvements and grant the Village easements for the construction and maintenance of the Electric Improvements within the Property (collectively, "***Intergovernmental Agreements***"); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into the Intergovernmental Agreements with School District;

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.

June 7, 2022

R-67-2022

SECTION 2: APPROVAL OF INTERGOVERNMENTAL AGREEMENTS. The Village Council hereby approves the Intergovernmental Agreements by and between the Village and School District 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 INTERGOVERNMENTAL AGREEMENTS. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Intergovernmental Agreements.

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

ADOPTED this 7th day of June, 2022, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
INTERGOVERNMENTAL AGREEMENTS

June 7, 2022

R-67-2022

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION OF NEW
TRIER TOWNSHIP HIGH SCHOOL DISTRICT NO. 203 AND THE VILLAGE OF WINNETKA
REGARDING INSTALLATION OF ELECTRIC UTILITY IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (the “**Agreement**”), is made and entered into as of the ____ day of _____, 2022 (the “**Effective Date**”), and is by and between the Board of Education of New Trier Township High School District No. 203, an Illinois school district (“**School District**”), and the Village of Winnetka, an Illinois home rule municipal corporation (“**Village**”) (collectively, the “**Parties**”). The School District and the Village agree as follows:

SECTION 1. RECITALS.

A. Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation.

B. The School District is the record title owner of that certain property commonly known as 385 Winnetka Avenue, in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement (“**Property**”).

C. The Property is improved with multiple buildings and structures and is used by the School District as the Winnetka Campus of New Trier High School.

D. The School District desires to improve the Property by demolishing certain existing buildings, renovate other existing buildings, and construct certain new buildings on the Property (collectively, the “**School Improvements**”).

E. The Village owns, operates, and maintains electric infrastructure that serves the Property and provides all electric utility service to the Property.

F. The electric utility infrastructure that currently serves the Property will not be sufficient to serve the Property after the completion of the School Improvements.

G. To make it possible for the School Improvements to receive sufficient electric utility service, the School District has requested that the Village procure materials for, construct, and install certain improvements to the electric utility infrastructure serving the Property (collectively, the “**Electric Improvements**”). Certain Electric Improvements have already been completed in order to facilitate electrical service at and around the School Improvements (“**2021 Electric Improvements**”).

H. The Parties desire to enter into this Agreement to set forth their respective rights and obligations regarding the construction, installation, ownership, and maintenance of the Electric Improvements.

SECTION 2. ELECTRIC IMPROVEMENTS.

A. The Electric Improvements will generally consist of: (i) two new manholes within the Property; (ii) new switchgear foundation; (iii) new five-inch conduit; (iv) new switchgear; (v) 15kV underground electric cable, splices, and terminations; (vi) removal of an existing pad mount transformer and installation of a new pad mount transformer; and (vii) restoration of any disturbed property located within the Woodland Avenue or Winnetka Avenue rights-of-way, all as more fully described in the document attached to this Agreement as **Exhibit B** (“**Scope of Work**”) and as

depicted on the schematic drawings attached to this Agreement as **Exhibit C (“Electric Improvements Drawings”)** (collectively, the Scope of Work and the Electric Improvements Drawings are the **“Electric Improvements Documents”**).

B. In order to facilitate provision of the Electric Improvements, the School District agrees to (i) relocate an existing fence enclosure on the Property so that it encloses the new switchgear; and (ii) perform final restoration of any portions of the Property owned by the School District that are disturbed during the provision of the Electric Improvements.

SECTION 3. PROCUREMENT, WORK, AND COSTS.

A. Procurement of and Work on Electric Improvements.

1. Village Procurement. The Village will procure and provide all equipment, materials, and supplies (the **“Materials”**) enumerated in the Scope of Work as separate **“Items”** for the construction and installation of the Electric Improvements. To the extent that the Village has previously purchased and possesses in its inventory certain functioning Items of Materials, the Village reserves the right, in its sole discretion, to provide and use those Items for the construction and installation of the Electric Improvements. To the extent that the Village either (a) does not desire to provide or use certain Items of Materials that the Village currently possesses in its inventory for the construction and installation of the Electric Improvements, or (b) does not possess certain Items of Materials, the Village will, in accordance with Chapter 4.12 of the Winnetka Village Code and the Village purchasing policy, as the same may be amended from time to time, procure such Items for use in the construction and installation of the Electric Improvements. The School District may not hold the Village liable for any delays in the procurement or receipt of any Materials that are due to delivery times or delays experienced by, caused by, or imposed by third-party providers of Materials.

2. Electric Work. The Village will provide, perform, and complete, or cause its contractors to provide, perform, and complete, all necessary installation, relocation, removal, work, labor, services, equipment, materials, supplies, information, data, and other actions, means, and items necessary for the construction and installation of those portions of the Electric Improvements that are identified in the Scope of Work as separate Items for which the Village is responsible (the **“Electric Work”**) on and within the Woodland Avenue and Winnetka Avenue rights-of-way and those portions of the Property on which the Electric Work will be performed (collectively, the **“Electric Work Site”**) pursuant to, and in accordance with, the Electric Improvements Documents. The Village will perform and complete the Electric Work either with: (a) its own forces; or (b) by causing an existing Village contractor with experience performing electric utility work similar to the Electric Work, to perform and complete the Electric Work.

B. Cost of Electric Improvements.

1. Reimbursement by School District. The School District must reimburse the Village in an amount equal to the actual costs incurred by the Village to: (a) procure and provide all Items of Components and Materials set forth in the Scope of Work, whether or not the Items were previously purchased by the Village or are procured by the Village pursuant to Section 3.A.1 of this Agreement; and (b) perform and complete all of the Village’s Electric Work (collectively, the **“Reimbursement Amount”**). If the Village determines that the Reimbursement Amount will likely exceed \$365,591.31, the Village will inform the School District and will not incur the additional expense until directed to do so in writing by the School District. Upon completion of the Electric Work, the Village will provide to the School District a written invoice and receipts for the

Reimbursement Amount. The School District must remit payment to the Village for the full Reimbursement Amount no later than 45 days after receipt of the invoice by the School District. If, for any reason, at any time after the Effective Date of this Agreement, the School District determines that it does not desire the Village to complete the Electric Work pursuant to this Agreement, including without limitation because the Village informs the School District that the Reimbursement Amount may exceed \$365,591.31, the School District must reimburse the Village for: (a) any part of the Reimbursement Amount that the Village has actually incurred prior to receipt by the Village of written notice from the School District to cease the Electric Work; and (b) any other costs reasonably incurred by the Village after receipt of such notice from the School District to wind down the Electric Work and restore the Electric Work Site to a safe, neat, and clean condition of no hazard to public use. The School District acknowledges and agrees that if the Village does not perform the Electric Work pursuant to this Agreement, the Village will not authorize or permit the School District or any third party to perform the Electric Work, and the Electric Improvements will not be installed or constructed.

SECTION 4. QUALITY AND INSPECTIONS.

A. Quality. The Village must cause any contractors who perform work on the Electric Improvements to work in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by, this Agreement, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first-quality equipment, materials, and supplies. The Village represents and warrants that the Electric Improvements, and all of their components, will: (i) be of merchantable quality; (ii) be free from any latent or patent defects and flaws in workmanship and design; (iii) strictly conform to the requirements of this Agreement, including without limitation the performance standards set forth in Section 4.B of this Agreement; and (iv) be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Agreement. The warranties expressed in this Section 4.A are in addition to any other warranties expressed or implied by law, which are hereby reserved unto the School District. The Village, promptly and without charge, must correct any failure to fulfill the above warranty at any time within one year after the completion of the Electric Improvements or such longer period as may be prescribed by law. The above warranty will be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty, and the Party's obligation to correct the Electric Improvements for which it is responsible must be extended for a period of one year from the date of such repair or replacement. The time period established in this Section 4.A relates only to the specific obligation of the Party to correct the Electric Improvements for which it is responsible and will not be construed to establish a period of limitation with respect to other obligations that the Party has under this Agreement.

B. Performance Standards. The Village must cause its contractors to provide, perform, and complete the Electric Improvements in accordance with the Electric Improvements Documents. No provision of any referenced standard, specification, manual or code will change the duties and responsibilities of the Village from those set forth in this Agreement. Whenever any equipment, materials, or supplies are specified or described in this Agreement by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned will be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named, as determined by the Village Director of Water and Electric in his sole and absolute discretion.

C. Responsibility for Damage or Loss. Each Party will be responsible and liable for, and must promptly and without charge to the other Party repair or replace, damage done to, and any loss or injury (collectively **“Loss”**) suffered by, the other Party, the Electric Improvements, the Electric Work, the Electric Work Site, and any other property or persons to the extent the Loss arises out of the acts or omissions of the liable Party.

SECTION 5. OWNERSHIP AND MAINTENANCE OF ELECTRIC IMPROVEMENTS.

Upon completion of the Electric Improvements and Electric Work by the Village, all right, title, and interest in the following parts of the Electric Improvements will, without further action by the Parties, be conveyed to and vest in the Village and the School District, respectively, as follows:

A. Ownership by Village. The Village will own all right, title, and interest in all of the Electric Improvements other than those parts of the Electric Improvements described in Section 5.B of this Agreement (the **“Village Electric Improvements”**), which Village Electric Improvements are described in detail in the Scope of Work as the Items of which the Village will have Ownership, which Items will include, without limitation, all revenue metering equipment, including, without limitation, all current transformers, potential transformers, and meters. At all times after completion of the Electric Improvements and Electric Work by the Village, and except as provided in Section 3.A of this Agreement, the Village will be solely responsible, at the Village’s sole cost and expense, for the operation and maintenance of the Village Electric Improvements.

B. Ownership by School District. The School District will own all right, title, and interest in those Items set forth in the Scope of Work of which the School District will have ownership, including without limitation the secondary cabling materials which connects the new transformer to the school district’s main disconnect. (collectively, the **“School District Service Entrance Cable”**). At all times after completion of the Electric Improvements and Electric Work by the Village, the School District will be solely responsible, at no cost or expense to the Village, for the operation and maintenance of the School District Service Entrance Cable.

SECTION 6. ELECTRIC UTILITY EASEMENTS.

A. Temporary Construction Easement.

1. **Grant of Temporary Easement.** The School District hereby grants, conveys, warrants, and dedicates to the Village and its contractors, successors, and assigns a temporary, non-exclusive easement (the **“Temporary Easement”**) in, upon, over, under, through, along, and across those portions of the Property depicted on **Exhibit D** of this Agreement (the **“Temporary Easement Premises”**), together with all reasonable rights of ingress and egress over, along, upon, and across the Temporary Easement Premises and any adjoining lands of the School District necessary for the exercise of the rights granted pursuant to this Section 6.A, all for the purpose of performing and completing the Electric Work in accordance with the provisions of this Agreement.

2. **Term.** The term of the Temporary Easement will commence on the Effective Date of this Agreement and will expire upon the execution of the Utility Easements pursuant to, and as defined in, Section 6.B of this Agreement.

3. **Work.** The Village agrees that the Electric Work will be performed and completed within the Temporary Easement Premises in a good and workmanlike manner.

4. Reserved Right. The School District reserves the right to use the Temporary Easement Premises in any manner that will not, except in the case of an emergency, prevent or interfere in any way with the exercise by the Village of the rights granted by this Section 6.A; provided, however, that the School District must not: (i) permanently or temporarily improve or obstruct the Temporary Easement Premises or cause any improvements or obstructions to be constructed within the Temporary Easement Premises that would impair the exercise by the Village of the rights granted by this Section 6.A without the express prior written consent of the Village Director of Water and Electric; or (ii) enter any secured electrical enclosures created by the Village.

B. Permanent Easements. Upon completion of the Electric Improvements and the Electric Work by the Village, the School District must execute and deliver to the Village an easement agreement in substantially the form attached to this Agreement as **Exhibit E** granting two easements on, over, under, and across portions of the Property to the Village for the purpose of the operation and maintenance of the Village Electric Improvements (the ***“Utility Easements”***). The easement premises of the Utility Easements must include: (i) all portions of the Property that are located within 7.5 feet in every direction of the completed Village Electric Improvements located on the Property as depicted in plans depicting the as-built condition and locations of the completed Electric Improvements and Electric Work, including the 2021 Electric Improvements; and (ii) all other portions of the Property that the Village must reasonably enter to operate and maintain the completed Village Electric Improvements in accordance with Section 5 of this Agreement.

SECTION 7. FINANCIAL ASSURANCE.

A. Bonds. The Village and the School District must require their respective contractors to obtain and maintain performance bonds and labor and material payment bonds for construction work related to this Agreement that comply with the Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.*

B. Insurance. Each Party must provide to the other Party evidence reasonably acceptable to the other Party of insurance, self-insurance, or membership in a risk-management pool evidencing the minimum insurance coverage and limits set forth below within 10 days after the Effective Date of this Agreement. Such insurance, self-insurance, or membership in a risk-management pool must be in form, and from entities, reasonably acceptable to the other Party and must name the other Party, including its elected and appointed officials, officers, employees, agents, attorneys, consultants, and representatives, as an additional insured. The coverage and limits set forth below will be deemed to be minimum coverage and limits and will not be construed in any way as a limitation on either Party’s duty to carry adequate insurance or on either Party’s liability for losses or damages under this Agreement. The minimum coverage and limits that must be maintained at all times while providing, performing, or completing any of the work that is subject to this Agreement are as follows:

1. Workers’ Compensation and Employer’s Liability

Limits may not be less than:

Worker’s Compensation: Statutory

Employer’s Liability: \$1,000,000 each accident-injury; \$1,000,000 each employee-disease; \$1,000,000 disease-policy.

Such insurance must evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of the other Party.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented may not be less than:

\$1,000,000 Bodily Injury and Property Damage Per Occurrence

\$3,000,000 Bodily Injury and Property Damage General Aggregate

3. Commercial General Liability Limits may not be less than:

\$1,000,000 Bodily Injury and Property Damage Per Occurrence

\$3,000,000 Bodily Injury and Property Damage General Aggregate
Coverage is to be written on an "occurrence" basis.

Coverage to include:

Premises Operations Products/Completed Operations Independent
Contractors

Personal Injury (with Employment Exclusion deleted)

Broad Form Property Damage Endorsement "X," "C," and "U"

Contractual Liability

Contractual Liability coverage must specifically include the
indemnification set forth below.

4. Umbrella Liability

Limits may not be less than:

\$5,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage must apply in excess of the limits stated in Sections 7.B.1,
7.B.2, and 7.B.3 of this Agreement.

C. Indemnification. Each Party must indemnify, hold harmless, and release the other Party, its elected and appointed officials, officers, employees, agents, attorneys, consultants, and representatives against all damages, liability, claims, losses, and expenses (including attorneys' fees) (collectively, "**Claims**"), to the extent that such Claims are caused by the indemnifying Party's negligent acts or omissions: (i) in the performance of any work on the Electric Improvements pursuant to this Agreement; and (ii) in the performance of, or failure to perform, its obligations under this Agreement. Neither Party must indemnify the other Party to the extent that any Claims are caused by the other Party's negligent acts or omissions.

D. No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement is or will be deemed to be a waiver of the defenses available to the Parties under the Illinois Local

Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, with respect to claims by third parties.

SECTION 8. REIMBURSEMENT OF VILLAGE FEES AND COSTS.

A. Professional Services. In addition to all other costs, payments, fees, charges, contributions, or dedications that the School District must pay to the Village pursuant to this Agreement and applicable law, the School District must pay to the Village, within 30 days after receiving written demand by the Village for payment, which demand will include the original invoice from the third-party to the Village, all reasonable third-party, engineering, and other engineering related consulting fees, costs, and expenses incurred or accrued by the Village in connection with the design and construction of the Electric Improvements, including, without limitation, the review and processing of plans therefor, when third-party engineering and consulting services must be obtained to comply with the requirements of a permitting authority with jurisdiction over the Electric Improvements; provided, however, that the School District's obligation to reimburse the Village for third-party fees pursuant to this Section 8 may not exceed \$5,000 and the Village must first provide to the School District written invoices that reflect the work, identify the third-party vendor, and provide the expense. The School District acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, such third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by the School District in connection with the design and construction of the Electric Improvements.

B. Other Village Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the School District must pay to the Village all application, inspection, and permit fees, and all other fees, charges, and contributions pursuant to applicable laws and ordinances.

SECTION 9. GENERAL PROVISIONS.

A. Binding Agreement. This Agreement is binding on and will inure to the benefit of the Parties, their respective successors, and assigns.

B. Amendments and Modifications. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by the Parties to this Agreement.

C. Governing Laws. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

D. Authority to Execute. The Parties warrant and represent that the persons executing this Agreement on their behalf have been properly authorized to do so.

E. Interpretation. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement will be construed as though all Parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting Party will not be applicable to this Agreement.

F. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

G. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation will be made, or be valid, against the Parties.

H. Entire Agreement. It is understood and agreed that all understandings and agreements between the Parties are merged in this Agreement and neither Party is relying upon any statement or representation, not embodied in this Agreement.

I. Assignment. This Agreement cannot be assigned by any Party without the written consent of the other Party and should any assignment be made by one Party without the written consent of the other Party, such assignment will be null and void.

J. Notices. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 9.J, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Village Manager
E-mail: rbahan@winnetka.org

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60650
Attention: Village Attorney
E-mail: peter.friedman@elrodfridman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

New Trier Township High School District No. 203
7 Happ Road
Northfield, Illinois 60093
Attention: Superintendent
Email: sally@nth.net

With a copy to:

Franczek P.C.
300 S. Wacker Dr., Suite 3400
Chicago, Illinois 60606
Attention: Brian P. Crowley
E-mail: bpc@franczek.com

K. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, federal, State, or School District holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, federal, State, or School District holiday.

L. Exhibits. Exhibits A through E attached to this Agreement are hereby incorporated into and made part of this Agreement.

M. Counterpart Signatures. For the convenience of the Parties, this Agreement may be executed in counterparts, each counterpart will be deemed an original instrument, and such counterparts taken together will constitute one and the same Agreement.

N. Compliance with Laws. All work performed pursuant to this Agreement, and all of its components, must be provided, performed, and completed in compliance with all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

O. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village; nor any information or data supplied by the Village; nor any order by the Village for the payment of money; nor any use, possession, or approval of the whole or any part of the Electric Improvements or Electric Work by the Village; nor any delay by the Village in exercising any right under this Agreement; nor any other act or omission of the Village will constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming portion of the Electric Improvements or Electric Work operate to waive or otherwise diminish the effect of any representation or warranty made by the School District or its contractor, or of any requirement or provision of this Agreement, or of any remedy, power, or right of the Village.

P. Severability. The provisions of this Agreement will be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Agreement

is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement will be in any way affected thereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement and set forth their signatures below:

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village President

ATTEST:

**NEW TRIER TOWNSHIP HIGH SCHOOL
DISTRICT NO. 203**

By: _____
Title: _____

By: _____
Its: _____

EXHIBIT A

Legal Description of Property

PARCEL 2:

LOTS 1 AND 2 IN THE SUBDIVISION OF LOT 5 IN CIRCUIT COURT PARTITION OF LOTS 3 AND 4 IN NICK, SIMON AND OTHERS SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST 1/4 OF SECTION 21 AND THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 42 N, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM A TRACT OF LAND 50 FEET WIDE AND 767.58 FEET LONG SHOWN AS ESSEX ROAD ON "PLAT OF SURVEY" OF SUBDIVISION OF LOT 5 IN THE CIRCUIT COURT PARTITION OF LOTS 3 AND 4 OF SIMON'S AND OTHERS SUBDIVISION OF PART OF THE FRACTIONAL SOUTH EAST ONE QUARTER OF SECTION 21 AND THE FRACTIONAL SOUTHWEST ONE QUARTER OF SECTION 22 ALL IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 6 (EXCEPT THAT PART OF SAID LOT 6 TAKEN FOR WINNETKA ROAD) IN CIRCUIT COURT PARTITION OF LOTS 3 AND 4 I N NICK, SIMON AND OTHERS SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST 1/4 OF SECTION 21 AND THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 385 Winnetka Avenue, Winnetka, Illinois

P.I.N.: 05-21-416-001-0000 (Parcel 3)

P.I.N.: 05-21-417-001 (Parcel 2 East)

P.I.N.: 05-21-416-002 (Parcel 2 West)

EXHIBIT B

Scope of Work

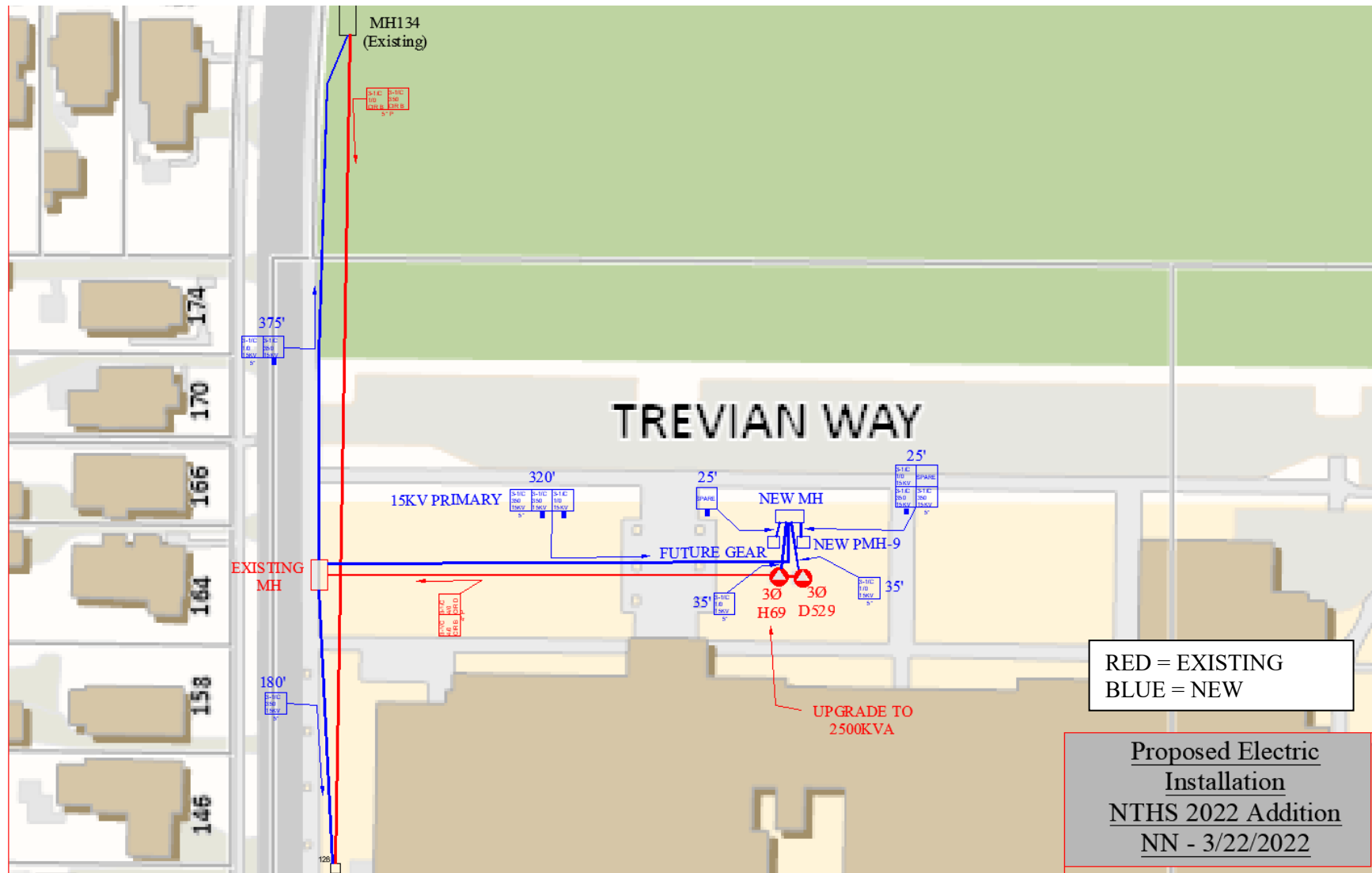
Work performed within this IGA includes the installation of a new switchgear, upgrade of an existing pad mount transformer and the installation of all associated 15kV underground cables to serve said facilities. The projected load addition associated with the gymnasium project will overload the existing cable circuit configuration. The utility is splitting the cable circuit and reallocating a portion of the electrical load to other circuit(s) to accommodate the new projected electrical demand from the completed gymnasium project.

Line Item	Cost
Village labor	\$ 66,000.00
Cable devices and parts	\$ 12,848.68
New precast manhole	\$ 3,728.00
Contracted labor	\$ 57,810.00
15KV cable	\$ 74,364.98
2500 kVA transformer	\$ 74,906.00
Contingency (15% on above items)	\$ 47,033.65
Switchgear	\$ 23,900.00
Professional services	\$ 5,000.00
TOTAL	\$ 365,591.31

EXHIBIT C

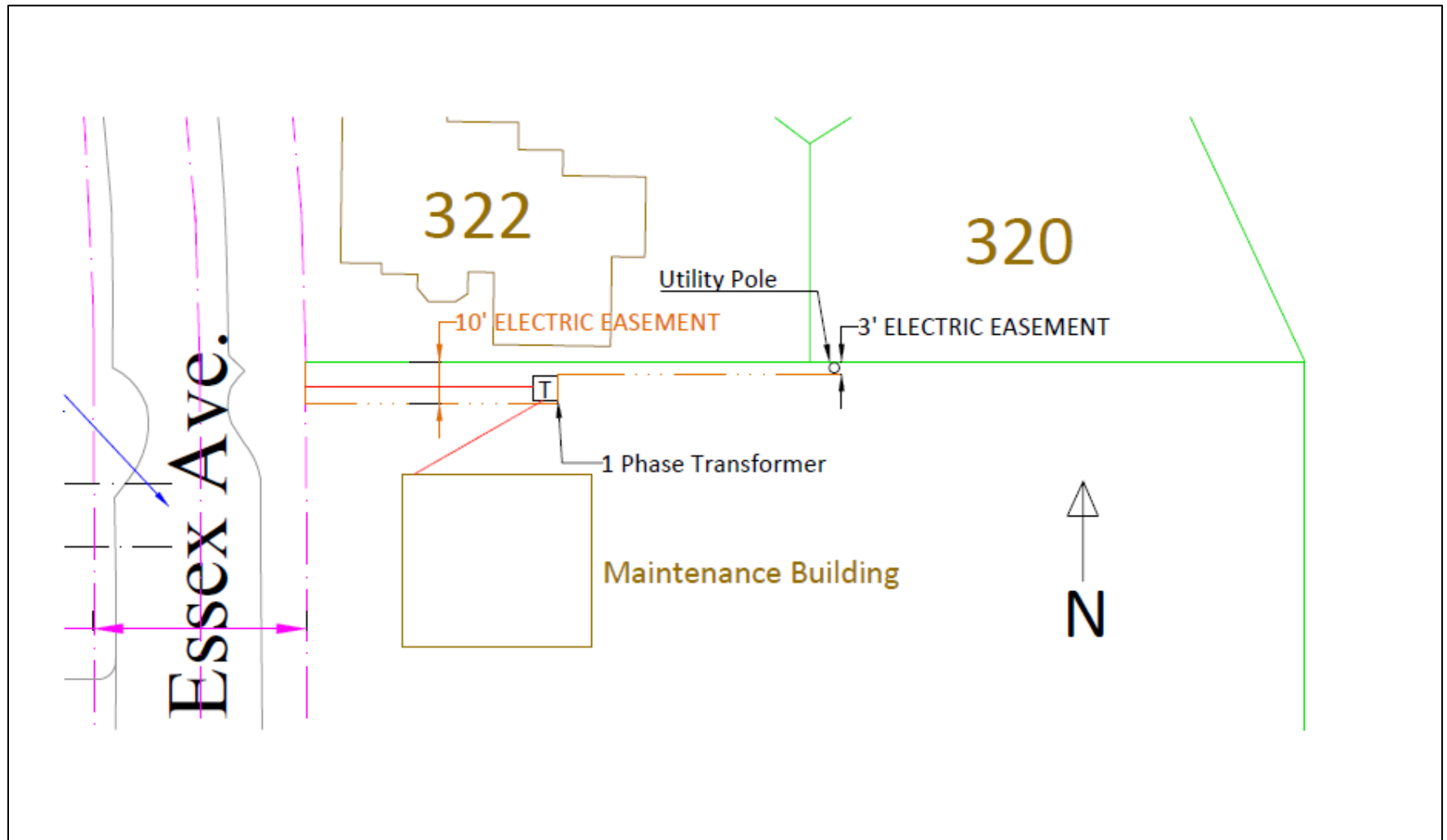
Electric Improvements Drawings

A. Proposed Electric Installation



3024839.1

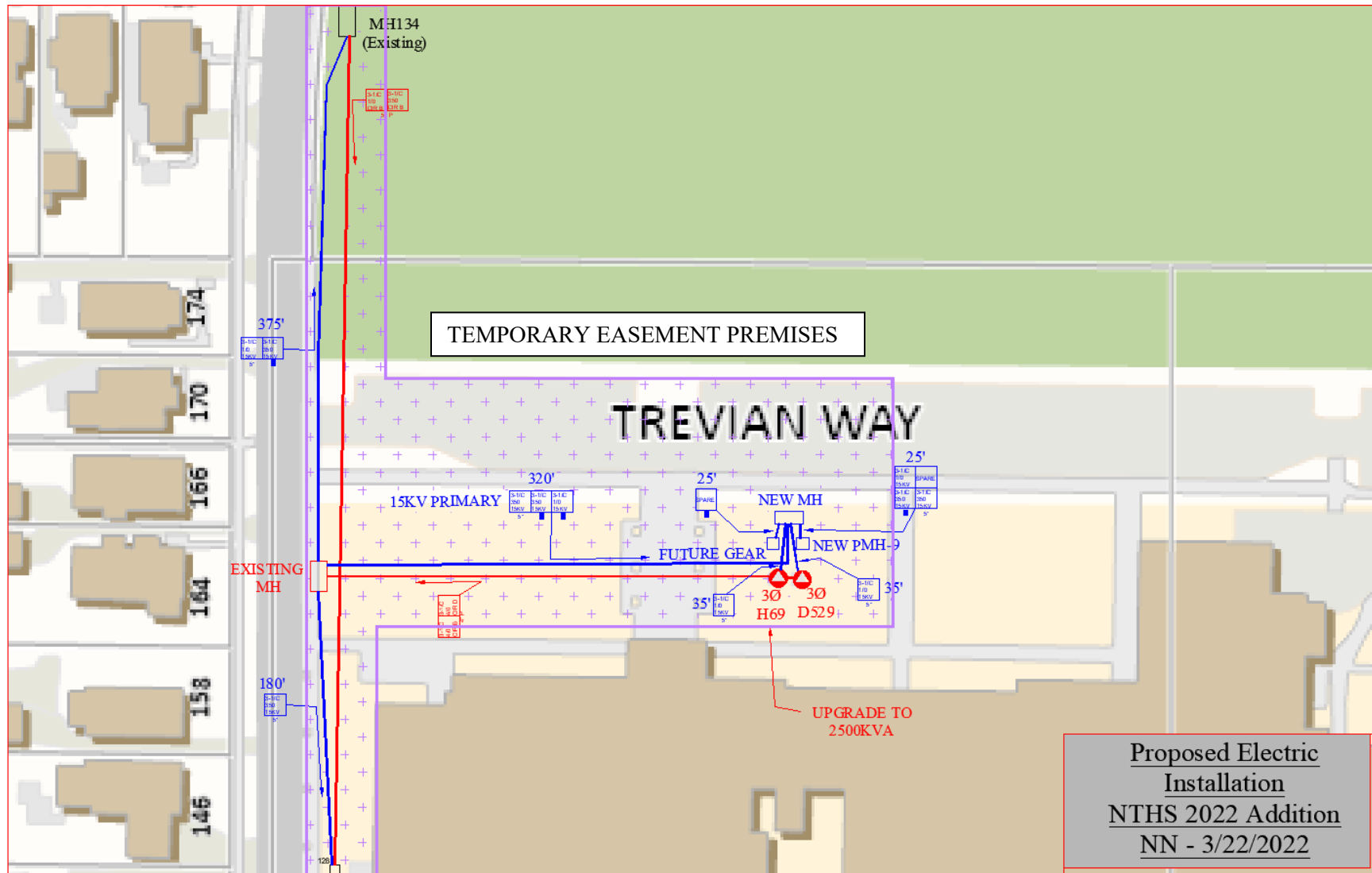
B. 2021 Electric Improvements



{00125340.8}
3024839.1

EXHIBIT D

Temporary Easement Premises



{00125340.8}
3024839.1

EXHIBIT E

Utility Easement Agreement

PREPARED BY AND AFTER
RECORDING RETURN TO:
ELROD FRIEDMAN LLP
325 NORTH LA SALLE ST.
SUITE 450
CHICAGO, IL 60654
ATTN: PETER M. FRIEDMAN

For Recorder's Use Only

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is dated as of this ____ day of _____, 2022, by and between the Board of Education of New Trier Township High School District No. 203, Cook County, Illinois (“**School District**”) and the Village of Winnetka, and Illinois home rule municipal corporation (“**Village**”).

For and in consideration of the sum of Ten Dollars (\$10.00) and any other good and valuable consideration, receipt of which is hereby acknowledged, subject to the provisions contained in this Agreement, the School District grants the Village the easements as follows:

Section 1. Grant of Easements. The School District is the record title owner of those parcels of real property known as “Parcel 2” and “Parcel 3” of that certain property commonly known as 385 Winnetka Avenue, in Winnetka, Illinois, and legally described in **Exhibit 1** attached to and, by this reference, made a part of this Agreement (the “**Property**”). Subject to the provisions contained in this Agreement, the School District hereby grants two permanent non-exclusive easements to the Village and to its successors and assigns, in, upon, across, over, under and through the following areas: (a) the area of Parcel 2 depicted in Exhibit 2 of this Agreement (the “**Parcel 2 Easement**”); and (b) the area of Parcel 3 depicted in Exhibit 2 of this

Agreement (the **"Parcel 3 Easement"**) (the Parcel 2 Easement and Parcel 3 Easement are, collectively, the **"Easement Areas"**), which Exhibit 2 is incorporated in this Agreement, for the purpose of installing, constructing, inspecting, operating, removing, repairing, cleaning, and maintaining (collectively, **"Work"**) a section of electrical cables, conduits, switchgear, transformers, and related electrical improvements (collectively, the **"Facilities"**) within the Easement Areas.

Section 2. Reserved Right. The School District reserves the right to use the Easement Areas in any manner that will not prevent or interfere in any way with the exercise by the Village of the rights granted herein; provided, however, that the School District shall not permanently or temporarily improve or obstruct the Easement Areas or cause any improvements or obstructions to be constructed on the Easement Areas that would impair the exercise by the Village of the rights granted herein without the express prior written consent of the Village Director of Water and Electric.

Section 3. Restoration of Property. Upon completion of any Work on the Facilities by the Village, the Village agrees, at its sole cost, to perform restoration of any property located within the Woodland Avenue or Winnetka Avenue rights-of-way (collectively, the **"Restoration Work"**). Subject to seasonal conditions that do not reasonably allow the Village to perform the Restoration Work, if the Village fails to begin the performance of Restoration Work within seven days after receipt of written notice from the School District requesting such Restoration Work, then the School District may utilize its own forces or a third party to perform the Restoration Work, and the Village shall pay for all costs incurred by the School District for the Restoration Work within 30 days after the Village's receipt of a written demand for payment from the School District.

Section 4. Indemnity. The Village shall hold harmless and indemnify the School District, its Board, Board members, employees, agents, volunteers, and successors, from all claims, losses, liability, costs, and expenses (including attorneys' fees and litigation costs) related

to damages to property or person (including death), that arise directly from Work performed by the Village on the Facilities within the Easement Areas.

Section 5. No Lien. The Village shall not permit any lien to stand against School District property related to the easements granted in this Agreement or any improvements thereon for any labor or materials in connection with work performed under this Agreement. In the event of any such lien attaching to School District property or any improvements thereon, the Village shall immediately have such lien released.

Section 6. Covenants Running with the Land. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against the Property and shall be binding upon and inure to the benefit of the School District and the Village and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois.

Section 7. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the School District or the Village.

Section 8. Amendment. This Agreement may be modified, amended, or annulled only by written agreement of the School District and the Village.

Section 9. Governing Laws. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

Section 10. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

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

ATTEST:

VILLAGE OF WINNETKA

By: _____
Deputy Village Clerk

By: _____
Village Manager

ATTEST:

**NEW TRIER TOWNSHIP HIGH SCHOOL
DISTRICT NO. 203**

By: _____
Title: _____

By: _____
Its: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that Robert Bahan, personally known to me to be the Village Manager of the Village of Winnetka, an Illinois home rule municipal corporation, and Berina Gradjan, personally known to me to be the Deputy Village Clerk of the Village of Winnetka, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that, as the Village Manager and Deputy Village Clerk, they signed and delivered the Agreement, pursuant to the authority given by the Village, as their free and voluntary act and as the free and voluntary act and deed of the Village, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this _____ day of _____ 2022.

Notary Public

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of New Trier Township High School District No. 203, an Illinois School District, and _____, personally known to me to be the _____ of New Trier Township High School District No. 203, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that, as the _____ and _____, they signed and delivered the Agreement, pursuant to the authority given by New Trier Township High School District No. 203, as their free and voluntary act and as the free and voluntary act and deed of New Trier Township High School District No. 203, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this _____ day of _____ 2022.

Notary Public

SEAL

My Commission expires: _____

{00125340.8}
3024839.1

EXHIBIT 1 OF EASEMENT AGREEMENT

Legal Description of the Property

PARCEL 2:

LOTS 1 AND 2 IN THE SUBDIVISION OF LOT 5 IN CIRCUIT COURT PARTITION OF LOTS 3 AND 4 IN NICK, SIMON AND OTHERS SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST 1/4 OF SECTION 21 AND THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 42 N, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM A TRACT OF LAND 50 FEET WIDE AND 767.58 FEET LONG SHOWN AS ESSEX ROAD ON "PLAT OF SURVEY" OF SUBDIVISION OF LOT 5 IN THE CIRCUIT COURT PARTITION OF LOTS 3 AND 4 OF SIMON'S AND OTHERS SUBDIVISION OF PART OF THE FRACTIONAL SOUTH EAST ONE QUARTER OF SECTION 21 AND THE FRACTIONAL SOUTHWEST ONE QUARTER OF SECTION 22 ALL IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 6 (EXCEPT THAT PART OF SAID LOT 6 TAKEN FOR WINNETKA ROAD) IN CIRCUIT COURT PARTITION OF LOTS 3 AND 4 I N NICK, SIMON AND OTHERS SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST 1/4 OF SECTION 21 AND THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 385 Winnetka Avenue, Winnetka, Illinois

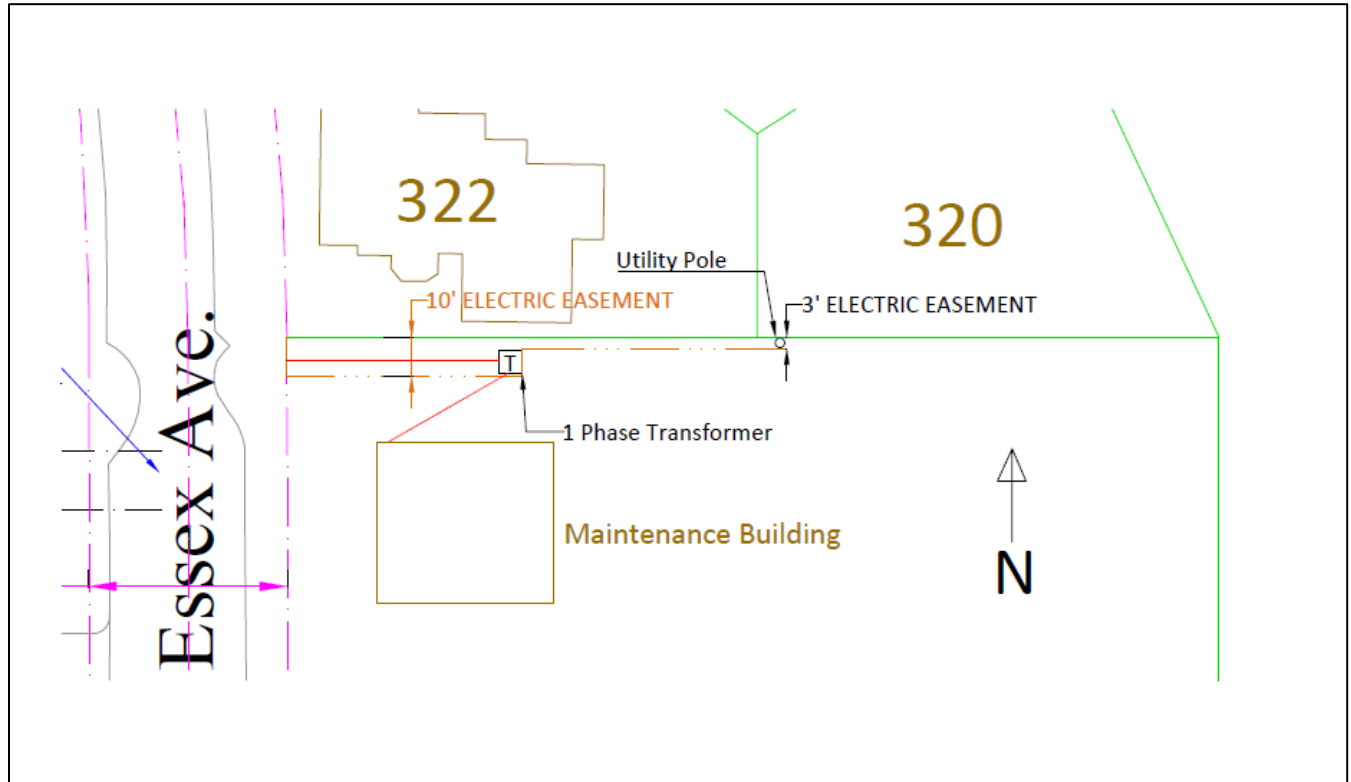
P.I.N.: 05-21-416-001-0000 (Parcel 3)

P.I.N.: 05-21-417-001 (Parcel 2 East)

EXHIBIT 2 OF EASEMENT AGREEMENT

Depictions of Easements

A. Parcel 2 Easement



B. Parcel 3 Easement

[TO BE DETERMINED AND INSERTED AFTER THE COMPLETION OF ALL WORK ON THE ELECTRIC IMPROVEMENTS PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT]



Agenda Item Executive Summary

TITLE: Resolution No. R-68-2022: Approving an Outdoor Dining Agreement with Good Grapes LLC (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: June 7, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

March 2020 - An expanded Temporary Outdoor Seating Policy was adopted in response to COVID-19.

May 2020 - Village staff assisted restaurants with expanding outdoor seating in response to indoor dining restrictions from COVID-19 mitigations, including the temporary closure of Chestnut Court.

March 2021 - COVID-19 impacts continued, and Village Council approved Temporary Outdoor Seating Permit applications, including the seasonal closure of Chestnut Court.

March 2022 - Village Council study session to review options for approval of seasonal closure of public streets for outdoor dining

EXECUTIVE SUMMARY:

During 2020, Winnetka and many other municipalities across the United States responded to restrictions on indoor gathering due to the COVID-19 pandemic by expanding outdoor dining options on the public right-of-way. Many communities enacted temporary permits or licenses for outdoor dining on sidewalks and public streets. These outdoor dining areas became popular gathering places and stimulated the local economy. Due to the popularity of outdoor dining that assisted with economic recovery, many cities and towns extended their outdoor dining options in 2021. As the country emerges from the pandemic, many communities adopted new policies to support outdoor dining and street closures.

At the March 8, 2022 Village Council Study Session, Council reviewed various options for a new policy to consider and approve requests to close public streets for outdoor dining. Council consensus was to implement a new approval process for outdoor dining via a license agreement. This option balanced the efficiency and transparency of the approval process with the opportunity for public input. In addition, each request would be considered on its own merits, since some streets may not be suitable for closure due to traffic concerns at access to other businesses. Routine use of public sidewalks for outdoor dining will continue to be approved by the Council with the existing Outdoor Seating Permit process.

Good Grapes LLC has submitted a request to close the north side of Chestnut Court from Monday through Saturday from 5:00 PM to 10:00 PM, and from 4:30 PM to 10:00 PM on Sunday during the summer and fall of 2022. The Village attorney drafted an Outdoor Dining Agreement which contains

provisions for insurance requirements - the Village is named as an additional insured with a minimum liability limit of \$2,000,020 for the general aggregate and \$1,000,000. An insurance certificate evidencing this coverage has been provided.

Due to the Streetscape Phase 4 construction, the agreement contains a provision that the outdoor dining cannot commence until the construction is complete. This ensures flexibility to allow the outdoor dining to commence once the construction is complete. Per Council direction at the March 8, 2022 Village Council Study Session, there is no fee associated with the Outdoor Dining Agreement.

RECOMMENDATION:

Consider adoption of Resolution No. R-68-2022: Approving an Outdoor Dining Agreement with Good Grapes LLC

ATTACHMENTS:

1. Resolution No. R-68-2022: Approving an Outdoor Dining Agreement with Good Grapes LLC

ATTACHMENT 1

RESOLUTION NO. R-68-2022

A RESOLUTION APPROVING AN OUTDOOR DINING AGREEMENT WITH GOOD GRAPES, 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, Good Grapes, LLC ("***Restaurant***") is the operator of the food and beverage establishment known as Good Grapes located at 821 Chestnut Court in the Village; and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption, within a portion of the public right-of-way, during the summer and fall of 2022 ("***Outdoor Service***"); and

WHEREAS, the threat of COVID-19 has caused many diners to desire to engage in outdoor dining to reduce the risk of COVID-19 transmission; and

WHEREAS, outdoor dining brings vitality to the Village's downtown business districts; and

WHEREAS, the Village and Restaurant desire to enter into an Outdoor Dining Agreement to permit the Restaurant to provide Outdoor Service ("***Outdoor Dining Agreement***"); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into the Outdoor Dining Agreement with the Restaurant;

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 OUTDOOR DINING AGREEMENT. The Village Council hereby approves the Outdoor Dining Agreement by and between the Village and Restaurant in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE OUTDOOR DINING AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Outdoor Dining Agreement.

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

ADOPTED this June 7, 2022, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
OUTDOOR DINING AGREEMENT

OUTDOOR DINING AGREEMENT

May **THIS OUTDOOR DINING AGREEMENT** ("**Agreement**"), dated as of this 25 day of May, 2022, ("**Effective Date**"), by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **GOOD GRAPES, LLC**, an Illinois limited liability company ("**Restaurant**").

WITNESSETH:

WHEREAS, on March 9, 2020, the Governor of the State of Illinois ("**Governor**") declared a State of Emergency related to the COVID-19 pandemic; and

WHEREAS, on March 16, 2020, the Governor issued Executive Order No. 2020-07, which prohibited all businesses within the State that offer food or beverages for on-premises consumption – including restaurants, bars, and similar business establishments ("**Food and Beverage Service Establishments**") from providing on-premises service of food and beverages and limited their operations to delivery and carry-out services only, which Executive Order was extended by Executive Order 20-33; and

WHEREAS, most of the restrictions on indoor service by Food and Beverage Service Establishments have abated, the threat of COVID-19 still persists and many diners desire to continue to engage in outdoor dining to reduce the risk of COVID-19 transmission; and

WHEREAS, outdoor dining brings a vitality to the Village's downtown business districts; and

WHEREAS, the Restaurant is the operator of the Food and Beverage Establishment – Good Grapes located at 821 Chestnut Court in the Village ("**Property**"); and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption ("**Outdoor Service**") during the summer and fall of 2022; and

WHEREAS, the Village Council has approved the Restaurant's request to use a portion of the public right-of-way for Outdoor Service provided that the Restaurant execute and agree to the terms of this Agreement;

NOW, THEREFORE, the Restaurant voluntarily declares that the Property, the Outdoor Service Area (as defined below), all portions thereof, and all improvements constructed thereon or therein, are and shall be held, used, and occupied subject to the following restrictions and provisions:

1. Outdoor Service shall be provided only on the area depicted in **Exhibit A** ("**Outdoor Service Area**").

2. The Restaurant acknowledges and agrees that in providing Outdoor Service, it will comply with all applicable federal, State, and local laws, statutes, ordinances, regulations, and orders, including, without limitation, any operational guidance concerning Outdoor Service promulgated by the Governor, Illinois Department of Public Health, Illinois Department of Commerce and Economic Opportunity, or other State agency (collectively, "**Requirements of Law**").

3. The Restaurant acknowledges and agrees that, by allowing the Restaurant to provide Outdoor Service in the Outdoor Service Area, the Village is not vesting any rights in the Restaurant to any additional zoning or permit approvals, regardless of expenditures incurred by the Restaurant in improving the Outdoor Service Area.

4. The Restaurant acknowledges and agrees that it may setup and use for Outdoor Service the Outdoor Service Area only during the following times:

- Monday through Saturday: 5:00 p.m. to 10:00 p.m.
- Sunday: 4:30 p.m. to 10:00 p.m.

(collectively, "**Permitted Times**".) The Restaurant may not place, setup, store, or use any of its tables, chairs, or other personal property on the Outdoor Service Area during any time except during the Permitted Times.

5. The Restaurant acknowledges and agrees that the Village is currently undertaking certain planned maintenance and construction work ("**Planned Work**") on the Village Right-of-Way adjacent to the Restaurant, which Village Right-of-Way includes the Outdoor Service Area. In the event that the Planned Work is not completed prior to the Effective Date of this Agreement, this Agreement and the Restaurant's right to use the Outdoor Service Area for Outdoor Service shall not commence until the Village provides the Restaurant written notice that the Planned Work is completed and the Outdoor Service Area may be used for Outdoor Service. If, after the conclusion of the Planned Work, the Village determines, in its sole discretion, that additional maintenance, construction or other site improvements on the Outdoor Service Area are necessary, the Restaurant agrees to promptly remove all of its Equipment from the Outdoor Service Area and not use the Outdoor Service Area for the duration of the additional work.

6. The Restaurant acknowledges and agrees that: (i) it has confirmed that its general liability insurance, and if it serves alcohol, its dram shop insurance, provides coverage for Outdoor Service in the Outdoor Service Area; and (ii) it will maintain such insurance during all times it engages in Outdoor Service.

7. The Restaurant hereby agrees to release, indemnify, and hold harmless the Village, its agents, servants, officials, attorneys, and employees from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, liabilities, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, arising out of, occasioned by, connected with, or in any way attributable to: (a) this Agreement; (b) any action or inaction taken by the Village pursuant to or in connection with this Agreement or the use of the Outdoor Service Area for Outdoor Service; or (c) the operation of the Property and/or the Outdoor Service Area during the COVID-19 pandemic.

8. Applicant must provide a policy of insurance that names the Village of Winnetka as an additional insured with Applicant, with minimum liability limits of \$2,000,000 for the general aggregate and \$1,000,000 for each occurrence. The certificate of insurance must be approved by the Finance Director prior to utilizing the Outdoor Service Area.

9. The Restaurant acknowledges and agrees that:

A. The Village shall have the right at any time, in its absolute discretion, and without prior or written notice to the Restaurant: (i) to terminate this Agreement; (ii) to enforce any applicable Requirement of Law; (iii) to require the Restaurant to immediately terminate Outdoor

Service and restore the Outdoor Service Area to its condition prior to its use for Outdoor Service at Restaurant's sole cost and expense, normal wear and tear excepted; and (iv) to adopt additional orders or ordinances which may impact the Restaurant's ability to provide Outdoor Service or use of the Outdoor Service Area.

B. The Restaurant will not challenge any actions taken by the Village in accordance with Sections 5 and 8.A of this Agreement.

10. The individual signing this Agreement represents and warrants that they have been authorized to sign this Agreement on behalf of the Restaurant and bind the Restaurant.

IN WITNESS WHEREOF, the Restaurant and the Village have caused this Agreement to be executed by duly authorized representatives on the date first above written.

GOOD GRAPES, LLC, an Illinois limited liability company

By: _____

Its: _____

Owner

VILLAGE OF WINNETKA, an Illinois home rule municipal corporation

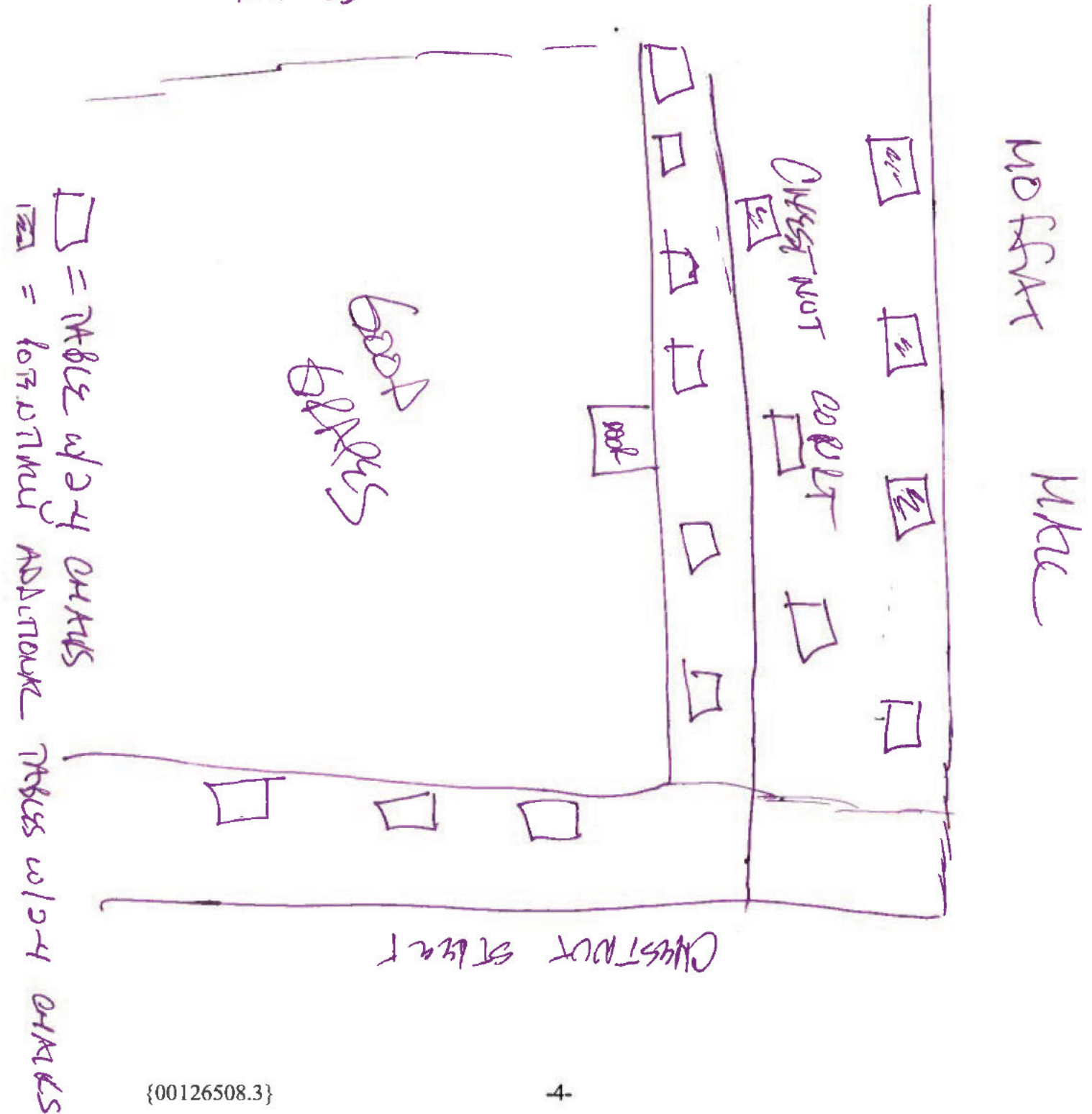
By: _____

Robert Bahan, Village Manager

EXHIBIT A

DEPICTION OF AREA DESIGNATED FOR OUTDOOR SERVICE

SAME AS PRIOR YEARS + POTENTIALLY 4 MORE TABLES





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH & MCLENNAN AGENCY LLC/PHS 83551062 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE: (866) 467-8730 (A/C, No, Ext): FAX: (888) 443-6112 (A/C, No): E-MAIL: ADDRESS:	
INSURED GOOD GRAPES, LLC 821 CHESTNUT CT WINNETKA IL 60093-2420		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC# 29459	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ General Liability	X		83 SBA IX2652	03/31/2022	03/31/2023	EACH OCCURRENCE \$2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000						
	MED EXP (Any one person) \$10,000						
	PERSONAL & ADV INJURY \$2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:							GENERAL AGGREGATE \$4,000,000
							PRODUCTS - COM/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			83 SBA IX2652	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	BODILY INJURY (Per person)						
	BODILY INJURY (Per accident)						
	PROPERTY DAMAGE (Per accident)						
A	☒ UMBRELLA LIAB EXCESS LIAB ☒ OCCUR CLAIMS-MADE ☐ RETENTION \$ 10,000			83 SBA IX2652	03/31/2022	03/31/2023	EACH OCCURRENCE \$1,000,000
	AGGREGATE \$1,000,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE OTH-ER
	E.L. EACH ACCIDENT						
	E.L. DISEASE -EA EMPLOYEE						
	E.L. DISEASE - POLICY LIMIT						
A	LIQUOR LIABILITY			83 SBA IX2652	03/31/2022	03/31/2023	Common Cause Aggregate \$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDERVillage of Winnetka
510 GREEN BAY RD
WINNETKA IL 60093**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Agenda Item Executive Summary

TITLE: Resolution No. R-70-2022: Liquor License Lakeside Foods (Adoption)

PRESENTER: Marc Hornstein

AGENDA DATE: June 7, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Lakeside Fresh Market, Inc. is a grocery store located at 800 Elm Street that sells packaged alcoholic liquor for consumption off-premises. Lakeside Fresh Market sold its assets to Lakeside Foods, Inc., which desires to continue to sell alcoholic liquor in the same manner as described above. Lakeside Foods, Inc. has applied for a Class B liquor license.

A Class B liquor license authorizes the sale of packaged liquor in a full-service grocery store or in a pharmacy operating as part of a larger retail establishment and specifically excluding stand-alone pharmacies ("pharmacy establishment") provided the licensee uses no more than ten (10) percent of the total floor space of the full-service grocery store or pharmacy establishment for the display and sale of alcoholic liquor in the original package.

If approved, Resolution No. R-70-2022 will grant the requested liquor license, subject to the following conditions: (i) completion of the liquor license application background investigation by the police department; and (ii) closing on the sale of the assets of Lakeside Fresh Market, Inc. to Lakeside Foods, Inc. The Resolution will also update the appendix to Chapter 5.09 of the Village Code that sets forth all authorized licenses by classification, which is attached to the Resolution as Exhibit A.

RECOMMENDATION:

Consider adopting Resolution No. R-70-2022, Approving and Authorizing Class B Liquor License for Lakeside Foods, Inc. (800 Elm Street)

ATTACHMENTS:

1. Resolution No. R-70-2022: Liquor License Lakeside Foods
2. Appendix to Winnetka Village Code Chapter 5.09

ATTACHMENT 1

RESOLUTION NO. R-70-2022

A RESOLUTION GRANTING A CLASS B LIQUOR LICENSE TO LAKESIDE FOODS, INC.

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, pursuant to Section 5.09.100 of the Winnetka Village Code (“*Village Code*”), liquor may be sold at a full-service grocery store only upon issuance of a Class B liquor license (“*Class B Liquor License*”); and

WHEREAS, the Village issued a Class B Liquor License to Lakeside Fresh Market, Inc. (“*Seller*”) allowing the sale of liquor at a full-service grocery store at 800 Elm Street (“*Grocery Store*”); and

WHEREAS, Seller has entered into an agreement to transfer all of its assets and interests in the Grocery Store to Lakeside Foods, Inc. (“*Applicant*”); and

WHEREAS, pursuant to Section 5.09.150 of the Village Code, liquor licenses are not transferable; and

WHEREAS, on May 18, 2022, the Applicant filed an application with the Village to be issued a Class B Liquor License; and

WHEREAS, the Village desires to amend Chapter 5.09 of the Village Code to reflect the change in ownership of the Grocery Store from Seller to the Applicant; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to grant the Class B Liquor License to the Applicant;

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: GRANT OF CLASS B LICENSE. Pursuant to Section 5.09.040 of the Village Code, the Village Council hereby grants the Applicant a Class B Liquor License.

SECTION 3: AUTHORIZED LIQUOR LICENSES. The Appendix to Chapter 5.09 of the Village Code titled “Authorized Liquor Licenses” is hereby amended to read as follows:

Classification	Number	Licensee
*	*	*
B	3	Sunset Food Mart (which may but is not required to, operate under the name Grand Food Center) Lakeside Fresh Market LLC <u>Lakeside Foods, Inc.</u> Walgreens #21150
*	*	*

SECTION 4: EFFECTIVE DATE. This Resolution will be in full force and effect from and after:

- A. Its passage and approval according to law;
- B. Approval of the Applicant's background investigation for the Grocery Store by the Village Chief of Police, or his designee; and
- C. Proof, satisfactory by the Village Chief of Police, or his designee, that" (i) Seller has sold its assets in the Grocery Store to the Applicant; and (ii) the Applicant has commenced its tenancy of the Grocery Store.

ADOPTED this 7th day of June, 2022, pursuant to the following roll call vote:

AYES: _____
 NAYS: _____
 ABSENT: _____
 ABSTAIN: _____

Signed

 Village President

Countersigned:

 Village Clerk

ATTACHMENT 2

EXHIBIT A

APPENDIX TO WINNETKA VILLAGE CODE CHAPTER 5.09

Authorized Liquor Licenses

Classification	Issued	Licensee
A	3	Kyoto Sushi Plus Fresh Mex Tacos 3, Inc. (La Taquiza) Rusticana, LLC (Marco Roma's Pizzeria and Eatery)
A-1	11	Avli Restaurant Bad Dog House, LLC (Stacked and Folded) FFMM, Inc. (George Trois & Aboyer) Fred's Garage, LLC Little Honeycomb, LLC MGS Hospitality, LLC (501 Local) Mino's, LLC Paradise Food Italia, LLC (Tocco) Salsalito, Inc. (Guanajuato Contemporary Mexican and Tequila Bar) Spruce Operations, LLC (Pomeroy) Wild Thing, LLC (Spirit Elephant)
A-2	1	Grateful Bites Pizza Shoppe, LLC
A-3	0	
A-4	0	
A-5	0	
B	3	Sunset Food Mart Inc. (which may but is not required to, operate under the name Grand Food Center) Lakeside Fresh Market <u>Lakeside Foods, Inc.</u> Walgreens #21150
C	Unlimited	Issued on an event-by-event basis
D	4	Good Grapes Albatross Wine Company, LLC Paradise Food Italia LLC (Tocco) Rusticana, LLC (Marco Roma's Pizzeria and Eatery)
E	0	
E-1	0	
E-2	1	Good Grapes
F	1	Hometown Coffee and Juice
P	0	Open Kitchens Inc.
Y	1	Boutique Bites
Wine Station Rider	0	



Agenda Item Executive Summary

TITLE: Resolution No. R-72-2022: Approving a Change Order to a Contract with Northern Divers USA Inc. (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: June 7, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

At the September 9, 2021, Village Council Meeting, the Village Council adopted Resolution No. R-77-2021, approving a contract with Northern Divers USA to replace a sluice gate in the Electric Plant intake pond.

EXECUTIVE SUMMARY:

The Electric Plant utilizes a raw water intake in combination with an intake pond and cooling pond to manage the water used for cooling purposes during generation. A 60" sluice gate (i.e. valve) located where the raw water intake pipe connects to the intake pond was identified as inoperable and requiring replacement in 2021. At the September 9, 2021, Village Council Meeting, the Village Council awarded a contract to Northern Divers USA to replace the sluice gate in the Electric Plant intake pond.

Installation of the replacement sluice gate was significantly delayed following an extended manufacturing lead time for the sluice gate due to pandemic related supply chain issues and then further delayed by winter weather. In May 2022, the contractor mobilized to complete the project. After mobilizing, the contractor's diver identified a large amount of sediment in front of the 60" gate which extended into the pipe itself. This condition did not exist in the fall of 2021 as a diver had been on site to record measurements for the new gate. In order to install the new gate valve, the sediment needed to be removed. After exhausting two days of time to hydro-vac the accumulated sediment, the contractor requested a site meeting to discuss the original contract terms. After examining several factors and providing an update to the Village Manager, staff elected to proceed with removal of the remaining sediment and installation of the new gate. Factors included in this decision included the following:

- Potential for additional mobilization charges from the contractor to complete the project at a later date.
- Sediment removal had to be performed to complete the project.
- Failure to remove the sediment along with the failed gate would significantly restrict amount of water entering the intake pond.
- Delaying the project would potentially result in delaying the dredging project.

The contractor has previously performed several projects for the Village and expressed an interest in

reaching a position that both parties could support such that the project could be finished. Staff proceeded with the understanding that the Village would be invoiced for three days of the daily rate for the dive team and any additional days would be at the contractor's cost. As this additional cost was directly associated with the installation of the gate valve, the Village Council is being asked to ratify the decision and approve a Change Order for the additional cost of \$22,800 (3 days @\$7,600 per day). With the change order, the total cost of the gate replacement is \$89,439.

The Electric Fund Budget contains \$200,000 (account no. 500.41.27-570) for dredging work at the Plant. The Council has awarded \$97,500 of this work and the contract expenditure is currently trending favorably (less than the not to exceed amount). The additional cost associated with the valve replacement is not anticipated to impact budget adherence.

Resolution No. R-72-2022, prepared by the Village Attorney, approves a Change Order to the contract with Northern Divers for the sluice gate replacement.

RECOMMENDATION:

Consider adoption of Resolution No. R-72-2021: Approving a Change Order to a Contract with Northern Divers USA Inc.

ATTACHMENTS:

1. Resolution No. R-72-2022: Approving a Change Order to a Contract with Northern Divers USA Inc.

ATTACHMENT 1

RESOLUTION NO. R-72-2022

A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH NORTHERN DIVERS USA, INC. FOR REPLACEMENT OF THE SLUICE GATE AT THE ELECTRIC PLANT INTAKE POND

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, on September 9, 2021, the Village Council approved Resolution R-77-2021, authorizing the Village to enter into a contract ("***Contract***") with Northern Divers USA, Inc. ("***Contractor***") for the replacement a sluice gate in the Electric Plant intake pond ("***Work***"); and

WHEREAS, the Work was delayed due to extended manufacturing lead times caused by the COVID-19 pandemic and supply chain issues; and

WHEREAS, by the time the Work was performed, there was additional sediment that had to be removed to perform the Work ("***Additional Work***"); and

WHEREAS, the Village desires to authorize the Additional Work pursuant to a change order in an amount of \$22,800 ("***Change Order***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Change 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 hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF CHANGE ORDER. The Village Council hereby approves the Change Order to authorize the Additional Work from the Contractor.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE 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 Change Order.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 7th day of June, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

TITLE: Resolution No. R-73-2022: MOA Winnetka Park District - Cherry Street Beach Security Monitoring Agreement (Adoption)

PRESENTER: Marc Hornstein

AGENDA DATE: June 7, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

The Village of Winnetka owns lakefront access property between 445 and 455 Sheridan Road commonly referred to as the Cherry Street Beach. During the summer, individuals gather at the Cherry Street lakefront access. Historically, the Winnetka Police received nuisance and trespass complaints as a result of individuals who wandered away from the Cherry Street lakefront access area. Swimming is prohibited at this location. In an effort to improve public safety and maintain the peace of the residents near the Cherry Street lakefront access, the Village of Winnetka and Winnetka Park District created a Memorandum of Agreement for the benefit of all constituents. The MOA designates and outlines the assignment of a Park District employee and security services contracted by the Park District to monitor the property at specific dates and times. The MOA also defines indemnification and liability between the Village of Winnetka and Winnetka Park District. The MOA is effective for the period of May 27, 2022 through September 5th, 2022 which the term may be extended by the mutual agreement of both parties.

The cost of services provided by the Winnetka Park District to the Village of Winnetka is as follows:
10.5 hours of service per day @ \$13.50 per hour per = \$141.75 per day.
94 days @ \$141.75 per day = \$13,342.50 total cost of services.

The Police Department budgeted for said expenditure in account #100.26.01.566 (Other Operating Services).

The agreement has been reviewed by the Village Attorney.

RECOMMENDATION:

Consider approval of Resolution No. R-73-2022, MOA Winnetka Park District - Cherry Street Beach Security Monitoring Agreement

ATTACHMENTS:

1. Resolution No. R-73-2022: MOA Winnetka Park District - Cherry Street Beach Security Monitoring Agreement

ATTACHMENT 1

RESOLUTION NO. R-73-2022

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE WINNETKA PARK DISTRICT FOR STAFFING AT THE CHERRY STREET BEACH

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village owns lakefront access property between 445 and 455 Sheridan Road commonly referred to as the Cherry Street Beach; and

WHEREAS, the Village and the Winnetka Park District ("***District***") desire to enter into an intergovernmental agreement for the District to provide an attendant to monitor Cherry Street Beach ("***Agreement***"); and

WHEREAS, the Village President and Village Council have determined that entering into the Agreement will serve and be in the best interest of the Village;

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 INTERGOVERNMENTAL AGREEMENT. The Village Council hereby approves the Agreement by and between the Village and the District in substantially the same form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL AGREEMENT. The Village Council hereby authorizes and directs the Village Manager and the Village Clerk to execute and seal, on behalf of the Village, the final Agreement.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 7th day of June, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

MEMORANDUM OF AGREEMENT

I. Parties

The Village of Winnetka ("Village") and the Winnetka Park District ("Park District"), collectively referred to as the "Parties" or individually as "Party."

II. Purpose

- A. Pursuant to Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Park District and the Village agree to the terms and conditions set forth in this Memorandum of Agreement ("MOA" or "Agreement") for the benefit of their respective constituents.
- B. The Park District agrees to provide certain services for the benefit of the Village in exchange for compensation to be paid by the Village to the Park District and other good and valuable consideration pursuant to the terms and conditions of this Agreement. The Village agrees to pay the Park District compensation in exchange for the services described below, pursuant to the terms and conditions of this Agreement.

III. Beach Attendant Services and Costs

- A. Park District will provide an employee to serve as a beach attendant ("Beach Attendant") assigned to the Cherry Street Beach ("Property") pursuant to the terms and conditions set forth in this Agreement. The Park District shall be responsible to pay the Beach Attendants' salary, benefits, workers' compensation, and unemployment compensation, as applicable.
- B. The Beach Attendant services shall consist of the following: (i) verbally direct visitors to remain on public property including the public access area; (ii) verbally direct visitors not to enter private property adjacent to the Property; (iii) verbally direct visitors not to enter Lake Michigan; and (iv) observe behavior, attempt to verbally direct individuals from engaging in any unsafe or unlawful behavior, and report same to the Village's Police Department (collectively, "Services").
- C. Village acknowledges that neither the Beach Attendant nor the Park District shall provide any enforcement, security, or protection services. Park District shall not be liable or responsible to the Village for any personal injury, death or property damage occurring at the Property except to the extent caused by the Park District's gross negligence or intentional misconduct. To the fullest extent permitted by the laws of the State of Illinois, Village hereby forever waives, relinquishes and discharges the Park District, and its park commissioners, officers, employees, volunteers, attorneys and agents from any and all claims of every nature whatsoever, which Village may have at any time against District, its Park Board, officers, employees, volunteers and/or agents, including without limitation claims for personal injury or property damage sustained or incurred by the Village or any person claiming by, through or under Village, relating directly or indirectly to any activity occurring on the Property, except to the extent caused by the Park District's gross negligence or intentional misconduct.

- D. A Beach Attendant will be scheduled to be on duty at the Property from 10:45 a.m. to 8:45 p.m. seven (7) days per week during the Term. The Village will compensate the Park District for Beach Attendant Services as described below for the period 10:30 a.m. through and including 9:00 p.m., seven (7) days per week during the Term pursuant to the following:
1. The morning Beach Attendant will check-in at Tower Road Beach and report to the Property not later than 10:45 a.m.
 2. Beach Attendant coverage at the Property will end at 8:45 p.m. and Beach Attendant will check out at Tower Road Beach at 9:00 p.m.
 3. The overall Beach Attendant coverage for a given day including clock-in and clock-out time is 10:30 a.m. to 9:00 p.m., or 10.5 hours.
 4. The blended hourly rate for a Beach Attendant is \$13.50.
 5. The daily cost for Beach Attendant service is \$13.50/hour x 10.5 hours per day, or \$141.75.
 6. The Park District will staff the Property when the Park District beaches are opened, beginning the morning of Saturday, June 4 and ending the evening of Monday, September 5, or 94 days.
 7. $94 \text{ days} \times \$141.75 = \$13,342.50$. The Park District will invoice the Village of Winnetka monthly for the Services based on hours worked at the rates referenced above.
 8. The Village will pay the Park District an additional administrative fee of Ten Dollars (\$10.00) as and for the Services.
 9. The Beach Attendant will not provide lifeguard services or first aid as swimming is prohibited at the Property by Village ordinance.

IV. Indemnification and Insurance

- A. To the extent permitted by law, the Village shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents ("Park District Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs) (collectively, the "Losses"), arising from or in any way connected with (i) any act, omission, wrongful act or negligence of the Village, its elected or appointed officials, officers, agents, employees, volunteers, contractors or subcontractors related to this Agreement, the Property, or the Services; (iii) any accident, injury or damage whatsoever occurring in or at the Property. The Village's duty to indemnify and hold harmless the Park District Indemnitees pursuant to this paragraph does not apply to the extent the Losses were caused by the gross negligence or intentional misconduct of the Park District Indemnitees. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Village shall similarly protect, indemnify, and hold and save harmless the Park District Indemnitees against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Village's breach of any of its obligations under, or the Village's default of, any provision of the Agreement.
- B. To the extent permitted by law, the Park District shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents ("Village Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to legal

fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with any intentional wrongful act or omission, or gross negligence of the Park District, its elected or appointed officials, officers, agents, employees, volunteers, contractors or subcontractors related to this Agreement, the Property or the Services, except to the extent caused by the negligence or intentional wrongful act or omission of the Village Indemnitees. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Park District shall similarly protect, indemnify and hold and save harmless the Village Indemnitees against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Park District's breach of any of its obligations under, or the Park District's default of, any provision of the Agreement.

- C. The obligation on the part of either Party to defend, hold harmless and indemnify the other Party shall survive the expiration or termination of this Agreement for any reason, but only for claims that have accrued prior to termination of this Agreement.
- D. The Village shall require any contractor entering into an agreement after the commencement date of this Agreement, who performs any work or provides any services at the Property, to defend, hold harmless and indemnify the Park District to the same extent as required of the Village, and the Village shall include in all such contracts a statement expressly declaring the Park District to be a third-party beneficiary of the contract with respect to the indemnification provision.
- E. The Village shall procure and maintain during the term of this Agreement a policy of General Liability Insurance providing coverage for bodily injury and property damage claims arising on the Property. The policy shall (a) provide "occurrence" based coverage; (b) be issued by a company authorized to transact business in this State under the Illinois Insurance Code; (c) include an endorsement naming the Park District Indemnitees as an additional insured; (d) include contractual liability coverage; (e) apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District; (f) properly acknowledge any insurance or self-insurance maintained by the Park District shall be excess of the Village's insurance and shall not contribute to it; The Village shall provide evidence of said insurance coverage upon request by the Park District, by furnishing the Park District with a Certificate of Insurance and, if requested, a certified copy of the policy issued by the insurer and all endorsements. With respect to the Village's obligations pursuant to this provision, such certificates and policies shall be provided through the Village's self-insurance risk pool, which the Park District hereby finds acceptable. Unless otherwise agreed to in writing between the Village and Park District, the General Liability policy shall have limits of not less than \$5,000,000 per occurrence bodily injury/property damage combined single limit and \$10,000,000 aggregate bodily injury/property damage combined single limit.

V. Security Services

- A. The Park District is presently under contract with Seldin Security Services, Inc. ("Seldin") to patrol the Park District's beaches and related parks 8:30 p.m. to 2:00 a.m., beginning Friday, May 27 through Monday, September 5. The Park District has requested that Seldin lock the Property's public access gate at not later than 9:00 p.m. daily. The Park District has

directed Seldin to continue to lock the gate at the Property through termination date of the Park District's agreement with Seldin.

- B. Seldin shall not any have any responsibilities towards the Village with regard to the Property except as specified within the revised executed agreement between the Park District and Seldin.
- C. Neither the Park District nor the Beach Attendant shall be required to enforce any laws, regulations, rules, or ordinances on the Property, and neither the Park District nor the Beach Attendant shall be liable for any personal injuries, death or property damage that may occur on the Property during the Term of this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Park District.
- D. All costs for retaining Seldin shall be paid by the Park District. The Park District shall have no liability to the Village or any third party for any act or omission of Seldin in the performance of the services it will provide pursuant to the terms of this Agreement or pursuant to the terms of the agreement between Seldin and the Park District.

VI. Term of Agreement

This Agreement shall be effective for the period of May 27, 2022 through September 5, 2022 ("Term"), which Term may be extended by the mutual agreement of the Parties.

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF WINNETKA

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____

Date: _____

WINNETKA PARK DISTRICT

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____

Date: _____



Agenda Item Executive Summary

TITLE: Resolution No. R-76-2022: Advanced Metering Consulting Services (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: June 7, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

On March 18, the Village issued a Request for Proposals (RFP) for Advanced Metering Infrastructure Consulting Services. The Village received six proposals that were opened on April 18th. Power System Engineering Inc (PSE) had the most comprehensive response and was also the lowest priced proposal at \$68,900. This project was budgeted at \$90,000 in the Village's 2022 Annual Budget.

EXECUTIVE SUMMARY:

The Village's current meter reading system is entirely manual. There are approximately 4,500 electric meters and 4,300 water meters from various manufacturers are read using a handheld device by an employee on-site at the location of the meter. Readings are then entered into the Smart Phone Meter Readings (SPMR) application through an application installed on Village-issued phones that the Meter Readers have and later exported into the Village's utility billing software (New World). The Finance and Water/Electric departments seek to partner with PSE who has expert knowledge of municipal electric, water, communications and fiber systems, and utility operations and customer services associated with AMI software applications. The benefits of AMI include improved utility operations, improved water conservation and enhanced leak detection capabilities.

Members of the Finance and Water/Electric departments formed an RFP review team and analyzed and rated all the proposals that were received. The review team selected two firms for further interviews and are recommending PSE for the following reasons:

- Lowest priced bidder at \$68,900 and is \$21,100 under budget.
- An extensive municipal client base includes Illinois clients such as Rock Falls who are part of the Illinois Municipal Energy Association (IMEA). PSE was highly recommended by Rock Falls.
- PSE has extensive expertise in best practices for leveraging AMI benefits related to customer service and financial return on investment.
- Qualified project managers and staff to dedicate to this consulting project.
- PSE included extensive grant writing services in their proposal. The main grant of interest the Village is looking to pursue is the Technology for Smart Grid grant administered by the Department of Energy. The current grant allocation is \$600 million per year for 5 years for this grant, which could potentially cover up to 50% of project costs if the Village is selected. This

grant is expected to open up in the fourth quarter of 2022 and has specific allocations for AMI projects.

The scope of this project includes the following:

1. An initial kickoff meeting between PSE and Village staff.
2. PSE will then put forth a substantial request for information for the Village to provide and map out the Village's system and AMI requirements.
3. We will work collaboratively with PSE to develop a cost and budget for the project, which will preferably be a turn-key approach.
4. PSE will draft and finalize an RFP package and manage all vendor communications and questions.
5. PSE will evaluate vendor responses and recommend a shortlist of vendors.
6. Provide support and a recommendation for an award of the RFP including presentation to the Village Council.
7. Developing data visualizations pertaining to AMI
8. Assist the Village in applying for grants to help fund AMI implementation.

RECOMMENDATION:

Consider adoption of Resolution No. R-76-2022, awarding a contract to Power System Engineering, Inc for Advanced Metering Infrastructure Consulting Services.

ATTACHMENTS:

1. Resolution No. R-76-2022: Advanced Metering Consulting Services

ATTACHMENT 1

RESOLUTION NO. R-76-2022

A RESOLUTION AWARDING A CONTRACT TO POWER SYSTEM ENGINEERING, INC. FOR ADVANCED MEETING INFRASTRUCTURE

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 has appropriated funds for the procurement of engineering services for advanced meeting infrastructure ("***Services***"); and

WHEREAS, the Village issued RFP #022-001 for the provision of the Services; and

WHEREAS, the Village received six proposals ("***Proposals***") to provide the Services and opened the Proposals on April 18, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Power System Engineering, Inc. of Madison, Wisconsin ("***Contractor***") is the lowest responsible proposer to provide the Services; and

WHEREAS, the Village Council desires to enter into an agreement with Contractor for the provision of the Services from Contractor in an amount not to exceed \$68,900.00 ("***Agreement***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Agreement 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: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in substantially the form attached as **Exhibit A**, and in a final form approved by the Village Attorney.

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 Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final 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.

ADOPTED this 7th day of June 2022, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the ____ day of _____, _____, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("Consultant**"):** Power System Engineering

Address: 2424 Rimrock Rd.

Telephone No.: (608) 268-3500 or (608) 268-3539

Email: K@pczykk@powersystem.org

Project Name/Description: RFP #022-001 Advanced Metering Infrastructure

Agreement Amount: \$68,900

B. Project Description. [Advanced Metering Infrastructure project], as more fully described in the proposal attached to this Agreement as **Exhibit A ("**Proposal**")**.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Agreement by the Village, but in no event later than the date that is ___ days after the Commencement Date ("**Time of Performance**").

D. Reporting. The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement

(***“Additional Services”***), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

F. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "***Confidential Information***" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("***Time of Disclosure***"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant 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 Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. **Liability for Noncompliance.** The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Village Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Council.

I. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

J. **News Releases.** The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

K. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

L. **GIS Data.** The Village has developed digital map information through Geographic Information Systems Technology ("**GIS Data**") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. **Purpose of GIS Data.** The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. **Agreement with Respect to GIS Data.** The Consultant does hereby acknowledge and agree that:

a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;

b. **Consent of Village Required.** The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;

c. **Supply to Village.** At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded

sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Village Manager

With a copy to:

Elrod Friedman LLP
325 N. LaSalle, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Power System Engineering
2424 Rimrock Rd.
Madison, WI 53713

With a copy to:

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. **Waiver.** Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. **Exhibits.** Exhibits A through ___ attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 25th
day of May, 2022

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

CONSULTANT

By: _____

By: 

Title: _____

Its: VP Automation & Communication



Agenda Item Executive Summary

TITLE: Resolution No. R-77-2022: Approving an Outdoor Dining Agreement with Paradise Food Italia LLC D/B/A Tocco (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: June 7, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

March 2020 - An expanded Temporary Outdoor Seating Policy was adopted in response to COVID-19.

May 2020 - Village staff assisted restaurants with expanding outdoor seating in response to indoor dining restrictions from COVID-19 mitigations, including the temporary closure of Chestnut Court.

March 2021 - COVID-19 impacts continued, and Village Council approved Temporary Outdoor Seating Permit applications, including the seasonal closure of Chestnut Court.

March 2022 - Village Council study session to review options for approval of seasonal closure of public streets for outdoor dining

EXECUTIVE SUMMARY:

During 2020, Winnetka and many other municipalities across the United States responded to restrictions on indoor gathering due to the COVID-19 pandemic by expanding outdoor dining options on the public right-of-way. Many communities enacted temporary permits or licenses for outdoor dining on sidewalks and public streets. These outdoor dining areas became popular gathering places and stimulated the local economy. Due to the popularity of outdoor dining that assisted with economic recovery, many cities and towns extended their outdoor dining options in 2021. As the country emerges from the pandemic, many communities adopted new policies to support outdoor dining and street closures.

At the March 8, 2022 Village Council Study Session, Council reviewed various options for a new policy to consider and approve requests to close public streets for outdoor dining. Council consensus was to implement a new approval process for outdoor dining via a license agreement. This option balanced the efficiency and transparency of the approval process with the opportunity for public input. In addition, each request would be considered on its own merits, since some streets may not be suitable for closure due to traffic concerns at access to other businesses. Routine use of public sidewalks for outdoor dining will continue to be approved by the Council with the existing Outdoor Seating Permit process.

Paradise Food Italia LLC D/B/A as Tocco has submitted a request to close the south side of Chestnut Court from Monday through Saturday from 5:00 PM to 10:00 PM, and from 4:30 PM to 10:00 PM on Sunday during the summer and fall of 2022. The Village attorney drafted an Outdoor Dining Agreement

which contains provisions for insurance requirements - the Village is named as an additional insured with a minimum liability limit of \$2,000,020 for the general aggregate and \$1,000,000. An insurance certificate evidencing this coverage has been provided.

Due to the Streetscape Phase 4 construction, the agreement contains a provision that the outdoor dining cannot commence until the construction is complete. This ensures flexibility to allow the outdoor dining to commence once the construction is complete. Per Council direction at the March 8, 2022 Village Council Study Session, there is no fee associated with the Outdoor Dining Agreement.

RECOMMENDATION:

Consider adoption of Resolution No. R-77-2022: Approving an Outdoor Dining Agreement with Paradise Food Italia LLC D/B/A Tocco

ATTACHMENTS:

1. Resolution No. R-77-2022: Approving an Outdoor Dining Agreement with Paradise Food Italia LLC D/B/A Tocco

ATTACHMENT 1

RESOLUTION NO. R-77-2022

A RESOLUTION APPROVING AN OUTDOOR DINING AGREEMENT WITH PARADISE FOOD ITALIA LLC D/B/A TOCCO

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, Paradise Food Italia LLC (“*Restaurant*”) is the operator of the food and beverage establishment known as Tocco located at 507 Chestnut Street in the Village; and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption, within a portion of the public right-of-way, during the summer and fall of 2022 (“*Outdoor Service*”); and

WHEREAS, the threat of COVID-19 has caused many diners to desire to engage in outdoor dining to reduce the risk of COVID-19 transmission; and

WHEREAS, outdoor dining brings vitality to the Village’s downtown business districts; and

WHEREAS, the Village and Restaurant desire to enter into an Outdoor Dining Agreement to permit the Restaurant to provide Outdoor Service (“*Outdoor Dining Agreement*”); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into the Outdoor Dining Agreement with the Restaurant;

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 OUTDOOR DINING AGREEMENT. The Village Council hereby approves the Outdoor Dining Agreement by and between the Village and Restaurant in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE OUTDOOR DINING AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Outdoor Dining Agreement.

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

ADOPTED this June 7, 2022, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
OUTDOOR DINING AGREEMENT

OUTDOOR DINING AGREEMENT

THIS OUTDOOR DINING AGREEMENT ("**Agreement**"), dated as of this ____ day of _____, 2022, ("**Effective Date**"), by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **PARADISE FOOD, LLC**, an Illinois limited liability company ("**Restaurant**").

WITNESSETH:

WHEREAS, on March 9, 2020, the Governor of the State of Illinois ("**Governor**") declared a State of Emergency related to the COVID-19 pandemic; and

WHEREAS, on March 16, 2020, the Governor issued Executive Order No. 2020-07, which prohibited all businesses within the State that offer food or beverages for on-premises consumption – including restaurants, bars, and similar business establishments ("**Food and Beverage Service Establishments**") from providing on-premises service of food and beverages and limited their operations to delivery and carry-out services only, which Executive Order was extended by Executive Order 20-33; and

WHEREAS, most of the restrictions on indoor service by Food and Beverage Service Establishments have abated, the threat of COVID-19 still persists and many diners desire to continue to engage in outdoor dining to reduce the risk of COVID-19 transmission; and

WHEREAS, outdoor dining brings a vitality to the Village's downtown business districts; and

WHEREAS, the Restaurant is the operator of the Food and Beverage Establishment – Tocco located at 507 Chestnut Street in the Village ("**Property**"); and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption ("**Outdoor Service**") during the summer and fall of 2022; and

WHEREAS, the Village Council has approved the Restaurant's request to use a portion of the public right-of-way for Outdoor Service provided that the Restaurant execute and agree to the terms of this Agreement;

NOW, THEREFORE, the Restaurant voluntarily declares that the Property, the Outdoor Service Area (as defined below), all portions thereof, and all improvements constructed thereon or therein, are and shall be held, used, and occupied subject to the following restrictions and provisions:

1. Outdoor Service shall be provided only on the area depicted in **Exhibit A** ("**Outdoor Service Area**").

2. The Restaurant acknowledges and agrees that in providing Outdoor Service, it will comply with all applicable federal, State, and local laws, statutes, ordinances, regulations, and orders, including, without limitation, any operational guidance concerning Outdoor Service promulgated by the Governor, Illinois Department of Public Health, Illinois Department of Commerce and Economic Opportunity, or other State agency (collectively, "**Requirements of Law**").

3. The Restaurant acknowledges and agrees that, by allowing the Restaurant to provide Outdoor Service in the Outdoor Service Area, the Village is not vesting any rights in the

Restaurant to any additional zoning or permit approvals, regardless of expenditures incurred by the Restaurant in improving the Outdoor Service Area.

4. The Restaurant acknowledges and agrees that it may setup and use for Outdoor Service the Outdoor Service Area only during the following times:

- Monday through Saturday: 5:00 p.m. to 10:00 p.m.
- Sunday: 4:30 p.m. to 10:00 p.m.

(collectively, “**Permitted Times**”.) The Restaurant may not place, setup, store, or use any of its tables, chairs, or other personal property on the Outdoor Service Area during any time except during the Permitted Times.

5. The Restaurant acknowledges and agrees that the Village is currently undertaking certain planned maintenance and construction work (“**Planned Work**”) on the Village Right-of-Way adjacent to the Restaurant, which Village Right-of-Way includes the Outdoor Service Area. In the event that the Planned Work is not completed prior to the Effective Date of this Agreement, this Agreement and the Restaurant’s right to use the Outdoor Service Area for Outdoor Service shall not commence until the Village provides the Restaurant written notice that the Planned Work is completed and the Outdoor Service Area may be used for Outdoor Service. If, after the conclusion of the Planned Work, the Village determines, in its sole discretion, that additional maintenance, construction or other site improvements on the Outdoor Service Area are necessary, the Restaurant agrees to promptly remove all of its Equipment from the Outdoor Service Area and not use the Outdoor Service Area for the duration of the additional work.

6. The Restaurant acknowledges and agrees that: (i) it has confirmed that its general liability insurance, and if it serves alcohol, its dram shop insurance, provides coverage for Outdoor Service in the Outdoor Service Area; and (ii) it will maintain such insurance during all times it engages in Outdoor Service.

7. The Restaurant hereby agrees to release, indemnify, and hold harmless the Village, its agents, servants, officials, attorneys, and employees from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, liabilities, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys’ fees, arising out of, occasioned by, connected with, or in any way attributable to: (a) this Agreement; (b) any action or inaction taken by the Village pursuant to or in connection with this Agreement or the use of the Outdoor Service Area for Outdoor Service; or (c) the operation of the Property and/or the Outdoor Service Area during the COVID-19 pandemic.

8. Applicant must provide a policy of insurance that names the Village of Winnetka as an additional insured with Applicant, with minimum liability limits of \$2,000,000 for the general aggregate and \$1,000,000 for each occurrence. The certificate of insurance must be approved by the Finance Director prior to utilizing the Outdoor Service Area.

9. The Restaurant acknowledges and agrees that:

A. The Village shall have the right at any time, in its absolute discretion, and without prior or written notice to the Restaurant: (i) to terminate this Agreement; (ii) to enforce any applicable Requirement of Law; (iii) to require the Restaurant to immediately terminate

Outdoor Service and restore the Outdoor Service Area to its condition prior to its use for Outdoor Service at Restaurant's sole cost and expense, normal wear and tear excepted; and (iv) to adopt additional orders or ordinances which may impact the Restaurant's ability to provide Outdoor Service or use of the Outdoor Service Area.

B. The Restaurant will not challenge any actions taken by the Village in accordance with Sections 5 and 8.A of this Agreement.

10. The individual signing this Agreement represents and warrants that they have been authorized to sign this Agreement on behalf of the Restaurant and bind the Restaurant.

IN WITNESS WHEREOF, the Restaurant and the Village have caused this Agreement to be executed by duly authorized representatives on the date first above written.

PARADISE FOOD, LLC, an Illinois limited liability company

By: _____

Its: _____

VILLAGE OF WINNETKA, an Illinois home rule municipal corporation

By: _____
Robert Bahan, Village Manager

EXHIBIT A

DEPICTION OF AREA DESIGNATED FOR OUTDOOR SERVICE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crum-Halsted Agency Inc 407 E Congress Parkway Unit C Crystal Lake IL 60014		CONTACT NAME: Chris Taylor PHONE (A/C, No, Ext): (630) 485-4552 FAX (A/C, No): (630) 587-9826 E-MAIL ADDRESS: ctaylor@crumhalsted.com	
INSURED Paradise Food Italia LLC 507 Chestnut St Winnetka IL 60093		INSURER(S) AFFORDING COVERAGE INSURER A: Society Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15261	

COVERAGES

CERTIFICATE NUMBER: CL2181831665

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		BP19033677	09/12/2021	09/12/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 1,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED ☒ AUTOS ONLY HIRED ☐ AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED ☐ AUTOS ONLY			CA19033680	09/12/2021	09/12/2022	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COM/OP AGG \$ 2,000,000						
	Liquor Liability \$ 1,000,000						
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000						
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UM19033682	09/12/2021	09/12/2022	BODILY INJURY (Per person) \$
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	Underinsured motorist \$ 1,000,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N	N/A		WC19033681	09/12/2021	09/12/2022	AGGREGATE \$ 1,000,000
	PER STATUTE ☒ OTH-ER ☐						
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
A	Liquor Liability			BP19033677	09/12/2021	09/12/2022	E.L. DISEASE - POLICY LIMIT \$ 500,000
	Each Occurrence \$1,000,000						
							Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of Winnetka is listed as additional insured as required by written contract for outdoor seating

CERTIFICATE HOLDER

CANCELLATION

The Village of Winnetka
510 Green Bay Road

Winnetka

IL 60093

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Agenda Item Executive Summary

TITLE: Resolution No. R-65-2022: Waiving Competitive Bidding and Approving The Purchase Of Line Truck From Altec Industries, Inc. (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: June 7, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Electric Fund Five Year Capital Improvement Plan contains the planned purchase of a new line truck in fiscal year 2023 in the amount of \$230K. The new vehicle would replace a line truck manufactured in 2000.

EXECUTIVE SUMMARY:

The Electric Fund Capital Improvement Plan proposes the purchase of a new line truck in fiscal year 2023. Staff received notification from a large manufacturer of line trucks that manufacturing lead times for a new truck is trending beyond 30 months. Similar to many utility products, the pandemic has created a disruption in the supply chain for line trucks. As a result, staff is seeking approval to award a contract for the purchase of a new line truck with an estimated delivery date of the first quarter of 2025.

As an alternative to issuance of a bid and seeking more competitive pricing than potentially available by bidding a single line truck, staff requested contract pricing through a Sourcwell (formally National Joint Power Alliance) contract. Sourcwell is a national public agency committed to cooperative solutions for governmental and educational entities. Through Sourcwell, members have access to contracted products, equipment, and service opportunities. The Village of Winnetka joined in 2010. New Trier High School, District 36, Winnetka-Northfield Library, and the Village of Glenview are also members. Earlier this year, the Village Council approved contracts with West Side Tractor Sales for the purchase of a John Deere backhoe loader and a pay loader based on Sourcwell Contracts.

Sourcwell Contract #012418-ALT contains pricing for aerial line trucks from Altec Industries. In accordance with the contract pricing, Altec Industries has quoted the new truck which includes the requirements specified by the Water & Electric Department in an amount not to exceed \$276,800, subject to future price adjustment for the chassis.

Altec has provided a firm price for the manufacturing and assembly of the line truck with the exception of the chassis. The quote contains the current price for the specified Freightliner chassis. Altec cannot provide a firm quote on the chassis as there may be additional cost increase from the OEM when the chassis is delivered to the factory in 2024.

With the assistance of the Village Attorney, an agreement has been developed to address this potential. Any increase in the chassis cost will be directly added to the final cost of the line truck, with no additional markup added by Altec. All other costs for the manufacture of the line truck with an estimated 2025 delivery date will remain fixed. The agreement also contains two separate dates, December 31, 2022 and December 31, 2023, where the Village can cancel the contract without penalty.

The quote for the new line truck is contained in Exhibit A of the Resolution. Altec is one of the largest manufacturers of line trucks. The Water & Electric Department fleet contains an aerial line truck and derrick truck manufactured by Altec. The vendor has been competitive in pricing and provides good equipment support. In the immediate area, both Naperville and ComEd utilize Altec line trucks.

Staff recommends accepting Altec's quotation using Sourcewell Contract #012418-ALT. The Electric Fund Five Year Capital Improvement Plan will be revised to reflect the truck's purchase cost for fiscal year 2025. Payment terms for the line truck are net 30 upon delivery, commissioning and acceptance of the new truck.

RECOMMENDATION:

Consider adoption of Resolution No. R-65-2022, Waiving Competitive Bidding And Approving Purchase Of Line Truck From Altec Industries in an amount not to exceed \$276,800 subject to price adjustment for the chassis in accordance with the contract terms.

ATTACHMENTS:

1. Resolution No. R-65-2022 - Waiving Competitive Bidding and Approving the Purchase of Line Truck from Altec Industries, Inc.

ATTACHMENT 1

RESOLUTION NO. R-65-2022

A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING THE PURCHASE OF A LINE TRUCK FROM ALTEC INDUSTRIES, INC.

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village of Winnetka ("**Village**") is a member of Sourcewell ("**Sourcewell**"), a municipal national contracting agency for units of local government, and educational and non-profit organizations; and

WHEREAS, Sourcewell permits units of local governments to purchase commodities and services according to nationally leveraged and competitively solicited purchasing contracts, resulting in significant savings for the Village; and

WHEREAS, the Village Water & Electric Department ("**Department**") has identified the need to purchase a custom-manufactured electric utility line truck ("**Truck**"); and

WHEREAS, Sourcewell sought bids for the award of a contract for the purchase of the Truck; and

WHEREAS, Sourcewell secured pricing from Altec Industries, Inc. ("**Altec**") for the Truck; and

WHEREAS, due to supply chain and labor shortages related to the COVID-19 pandemic, Altec requires the Village to enter into an agreement for the purchase and manufacture of the Truck immediately to assure delivery of the Truck in 2025; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to: (i) waive the bidding requirement pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual; and (ii) purchase the Truck from Altec;

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 Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Line Truck.

SECTION 3. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase of the Truck from Altec in accordance with a contract substantially in the same form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney (***“Contract”***).

SECTION 4: 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 Altec; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Altec within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract 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 7th day of June, 2022, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

**AGREEMENT FOR PURCHASE AND MANUFACTURE
OF ELECTRIC UTILITY TRUCK**

TRUCK PURCHASE AND MANUFACTURE AGREEMENT (“**Agreement**”), dated as of June __, 2022 (the “**Effective Date**”) is made by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipality (the “**Village**”), and **ALTEC INDUSTRIES, INC.**, an Alabama corporation (the “**Vendor**”) (collectively, the “**Parties**”).

RECITALS:

WHEREAS, the Village seeks to purchase a custom-manufactured electric utility line truck (“**Truck**”) consisting of the component parts and matching the specifications set forth in the quote attached to and incorporated into this Agreement as **Exhibit A** (“**Quote**”); and

WHEREAS, the Vendor desires to source the component parts of, manufacture, sell, and deliver the Truck to the Village in accordance with this Agreement; and

WHEREAS, due to supply chain and labor shortages related to the COVID-19 pandemic, Vendor requires Village to enter into this Agreement for the purchase and manufacture of the Truck immediately in order to assure delivery of the Truck in 2025; and

NOW THEREFORE, in consideration of, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Manufacture and Delivery of Truck.**

A. **Services.** The Vendor agrees to source the component parts of, manufacture, and deliver the Truck to the **Delivery Address** set forth in Exhibit A on time and in new, complete, undamaged, and first-quality condition, and built in compliance with the requirements of this Agreement (collectively, the “**Services**”). The Vendor must:

- (1) **Specifications.** Perform the Services in compliance with all specifications, components, prices and costs, deadlines, requirements, terms and other details set forth in the Quote and any Village Addenda documents attached to and incorporated into this Agreement as **Exhibit B** (“**Village Addenda**”) (collectively, the “**Specifications**”).
- (2) **Components, Labor, Equipment, Materials and Supplies.** Provide, perform, and complete in the manner specified and described in this Agreement all necessary purchase and delivery orders, work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to provide the deliver the Truck to the Village in accordance with the Specifications, including all components parts of the Truck listed in the Quote (collectively, “**Components**”) whether produced by Vendor or third-party manufacturer.

- (2) Bonds and Insurance. Procure and furnish all bonds, insurance certificates, and policies of insurance specified in this Agreement.
- (3) Miscellaneous. Perform all other things required of the Vendor by this Agreement.

B. Performance Standards. The Truck must comply with the Specifications. If the Specifications identify a specific Component by brand, name, or model, then that Specification is intended to reflect the required performance standards that the Village requires for that Component. The Vendor may propose to deliver a Component that is a different brand or model if the Vendor provides the Village with written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the product or component specified. Vendor must obtain the Village's written consent to an alternative component prior to incorporating the alternative component into the Truck, which consent the Village may withhold in its sole discretion.

C. Responsibility for Damage or Loss. The Vendor is responsible and liable for, and will promptly and without charge to the Village, repair or replace damage done to and any loss or injury suffered by the Village as a result of a failure to perform hereunder.

D. Delivery. The Vendor price and method of delivery are F.O.B. Customer Site, on or before ***June 1, 2025*** ("**Delivery Date**"), at the Delivery Address ("**Delivery**"), provided that Village produces all additions or changes to the Truck by all reasonable deadlines established by the Vendor. Time is of the essence on all matters related to this Agreement. If Delivery is not completed by the Delivery Date, the Village may terminate this Agreement or purchase the Truck elsewhere and hold Vendor accountable. If the Delivery Date cannot be met, Vendor agrees to advise the Vendor in writing of the earliest possible date of Delivery. The Vendor bears all risk of loss, injury, or destruction of the Truck until Acceptance by the Village, as defined in this Agreement. No loss, injury, or destruction of the Truck will release Vendor from any obligations hereunder.

E. Inspection; Testing; Acceptance; Rejection. The Village may inspect the Truck and any stage of production and after completion, before and after Delivery. If after inspecting the Truck following Delivery, the Village determines that all of the Specifications are met, the Village will provide Vendor with a written confirmation of its acceptance of the Truck ("**Acceptance**"). If after inspecting the Truck following Delivery the Village determines, in its sole judgment, that any part of the Truck is defective, damaged, or otherwise fails to conform to the Specifications and requirements of this Agreement, then the Village, without limiting its other rights or remedies, may (1) reject the defective or damage or nonconforming product, Component, or the entire Truck, (2) require the Vendor to cause the defective or damaged or noncompliant product or Component to be repaired or replaced at no expense to the Village, or (3) cancel this Agreement.

2. **Agreement Price.**

A. **Price.** The Vendor will deliver the Truck to the Village in accordance with the price for the Truck to be determined as follows (the “**Agreement Price**”):

- (1) The price for all labor and Components incorporated into Truck other than the chassis (collectively, the “**Vendor Components**”) shall be the lesser of: (i) the pricing set forth for the Vendor Components in the contract between Vendor and Sourcewell, a Minnesota local government entity and public agency (“**Sourcewell**”), in place at the time the Truck is delivered to the Village; or (ii) the prices for the Vendor Components set forth in Sourcewell contract between Vendor and Sourcewell dated March 12, 2018
- (2) The price for the chassis incorporated into the final Truck shall be the direct cost that the Vendor paid to the manufacturer of the chassis (“**Third-Party Price**”). This price is subject to escalation.
- (3) The Agreement Price is firm and is not subject to additional escalation or change except as expressly set forth in this Section 2 without the prior written consent of the Village.
- (2) The Village is not subject to State or local sales, use, and excise taxes. No taxes are included in the Agreement Price and the Vendor waives and releases all claims or rights to claim any additional compensation by reason of the payment of any tax.
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Truck are included in the Agreement Price.

B. **Time of Payment.** The Village must pay the Agreement Price to the Vendor within 30 days after Acceptance (“**Time of Payment**”).

C. **Late Payment.** The Village must pay Vendor interest in the amount of one-half percent per month for any portion of the Agreement Price paid after the Time of Payment.

3. **Agreement Time.**

The Vendor will complete the Services and affect Delivery of the Truck to the Village by the Delivery Date.

4. **Termination for Convenience.**

The Village may terminate this Agreement for any reason or no reason at all, by providing written notice to the Vendor, and paying a portion of the Agreement Price and Vendor’s costs, if any, pursuant the following schedule:

A. If the Village terminates the Agreement on or before December 31, 2022, the Village will not be required to pay the Agreement Price and will be fully relieved of all liability for any payments related to this Agreement.

B. If the Village terminates the Agreement on or before December 31, 2023, the Village will not be required to pay the Agreement Price and will be fully relieved of all liability for any payments related to this Agreement.

C. If the Village terminates the Agreement on or before May 1, 2024, the Village will be required to pay 10 percent of the Agreement Price plus any unrecoverable costs incurred by the Vendor pursuant to this Agreement between the Effective Date and the termination date.

D. If the Village terminates the Agreement within six months to the Delivery Date, the Village will be required to pay the lesser of the any costs incurred by the Vendor or full Agreement Price unless the termination was caused by Vendor's breach of this Agreement or Contractor's indication that it will breach this Agreement.

E. If the Vendor does not affect Delivery of the Truck by the Delivery Date and the Village terminates the Agreement after December 31, 2025, the Village will not be required by pay the Agreement Price and will be fully relieved of all liability for any other payments related to this Agreement.

5. Indemnification; Penalties.

A. Indemnification. The Vendor agrees to and will indemnify and defend the Village against all damages, liability, claims, actions, losses, and expenses (including attorneys' fees) that may arise or be alleged to have arisen out of or in connection with the Vendor's performance of or failure to perform under this Agreement. The Vendor also agrees to and will indemnify and defend the Village against all claims and actions for wrongful use of patented processes, devices, components, or other elements or any other intellectual property.

B. Penalties. The Vendor will be liable for all fines and civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise or be alleged to have arisen out of or in connection with the Vendor's performance of or failure to perform under the this Agreement.

5. Insurance.

The Vendor must acquire and maintain, until delivery and Village acceptance of the Truck, all of the insurance coverage and terms stated in the Quote or the Village Addenda. The Vendor must file certificates of insurance with the Village reflecting all of the required insurance coverage and naming and endorsing the Village as an additional insured.

6. Performance Bond.

Within five days after the Effective Date, the Vendor will provide the Village a performance bond in a form satisfactory to the Village and in the amount of the Agreement Price, issued by a surety company listed as one of the U.S. Treasury Department's list of approved sureties, as published in Circular 570, as of the Effective Date. Notwithstanding any other provision of this Agreement, the performance bond will not limit or affect in any way (1) any Vendor obligation or warranty as set out in the Quote, Village Addenda, or elsewhere, (2) any third party warranty, or (3) any Village right or remedy under this Agreement.

7. Vendor's Representations and Warranties.

A. Truck Warranty. The Vendor warrants that the Truck and all of its components:

- (1) Will be free from any latent or patent defects and flaws in workmanship, materials, design, and function (collectively a “**Defect**”) for at least one year after Acceptance by the Village except for the following Components, which shall be subject to the following warranty periods:
 - i. Parts: One year following Acceptance;
 - ii, Labor: One year following Acceptance.
 - iii. Travel Charges: 90 days following Acceptance.
 - iv. Structural integrity of the booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables: as long as the Village owns the Truck.
 - v. Vendor's standard limited warranty for all Vendor-supplied Components which make up the Truck and its installation, but not for the chassis.
- (2) Will conform to the requirements of the Quote, including the Specifications and the performance standards set forth in this Agreement.
- (3) Will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from the Specifications.

In the event of a Defect, the Vendor will cause the Defect to be repaired or replaced at no cost to the Village, including without limitation transportation costs. The warranties expressed herein will be in addition to any other warranties applicable to the Components (including any third-party manufacturer's warranties) or expressed or implied by law which are hereby reserved unto the Village.

This warranty does not apply (a) to normal maintenance and adjustments, (b) if the defect or flaw has been repaired or altered by the Village or a third party in any way so that adversely affected the Truck, (c) if the Truck has been subject to misuse, neglect, or accident, or has been operated at speeds exceeding the factory-rated speed, or has been loaded beyond the factory-rated load capacity, and (d) to the chassis and associated equipment furnished with the chassis, signaling devices, generators, batteries, and other trade accessories but only to the extent that they are warranted separately by a third-party Vendor.

B. Compliance with Laws. The Truck and each of its components and equipment will comply with, and the Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations. Every provision required by law to be inserted into the Agreement is deemed to be inserted herein.

C. Not Barred. The Vendor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor 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, (2) 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 (3) for any other reason.

D. Qualified. The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Truck at the Agreement Price and by the Delivery Date set forth above.

8. Acknowledgments.

The Vendor and Village acknowledge and agree that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by the Vendor in this Agreement, including the Quote.

B. Remedies. Each of the rights and remedies reserved to the Village in this Agreement are cumulative and additional to any other or further remedies provided in law or equity or in the Agreement.

C. Time; Days. Time is of the essence for Delivery of the Truck.

D. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to Village: Village of Winnetka
Attn: Robert Bahan
510 Green bay Road
Winnetka, IL 60093
Email: rbahan@winnetka.org

If to Vendor: Altec Industries, Inc.
Attn: Ms. Toni Tribby
5201 W 84th Street
Indianapolis, IN 46268
Email: toni.tribby@altec.com

Notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM on a business day, or, if later, the next business day.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of the Truck; nor any information or data supplied by the Village; nor any payment for or acceptance, possession, or use of the Truck; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under the this Agreement; nor any other act or omission of the Village will constitute or be deemed or construed to be an acceptance of any defective, damaged, or nonconforming product or Component; nor operate to waive or otherwise diminish the effect of any representation or warranty made by the Vendor or of any requirement or provision of this Agreement or of any remedy, power, or right of the Village.

F. Assignment. Neither the this Agreement, nor any interest herein, may be assigned or subcontracted in whole or in part by the Vendor except with the prior written consent of the Village.

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

H. Informative Exhibit. Exhibit A is included as an informative document with the sole purpose of providing additional context and detail with regards to the Components. All other sections and provisions of Exhibit A including will neither govern nor inform any interpretation, subject matter, rights, or duties provided in this Agreement. The terms and provisions of this Agreement, other than Exhibit A, provide all mandatory rules governing the Services, Specifications, Components, and Delivery under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement on the dates set forth below, effective as of the date first set forth above.

VILLAGE:
VILLAGE OF WINNETKA

By: _____
Printed name: _____
Title: _____

VENDOR:
ALTEC INDUSTRIES, INC.

By: _____
Printed name: _____
Title: _____

EXHIBIT A

Quote

[see attached pages]

Quoted for: Village of Winnetka

Customer Contact:

Phone: / Email:

Quoted by: Amber Horner

Phone: / Email: Amber.Horner@altec.com

Altec Account Manager: Toni Tribby

REFERENCE ALTEC MODEL		Sourcewell Price
AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41'	\$163,854

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT41M-US41P	Non-Material Handling Platform (AT41P)	-\$2,018
2	AT41M-US48M	Articulating telescopic Aerial Device with Material Handling (insulating lower arm) with 48' boom boom height (AT48M)	\$6,343
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	CH	Cone Holder, Fold Over Post Style	\$345
2	BK	WATER CASK (Includes Bracket)	\$356
3	CMLB2	Cab Mounted Light Bar (Amber, LED)	\$2,462
4	VCAM	Backup Camera System	\$1,092
5	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$1,216
6	VRC	12 Volt Receptacle (Cigarette Lighter Style), Weatherproof	\$1,044
7	TBE	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes, Wired to 7-Way Plug Next to Pintle Hook	\$275
8	BOSU	Boom Out of Stow Indicator for Upper Boom	\$320
SOURCEWELL OPTIONS TOTAL:			\$175,289

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Platform Elevator, Subtract For No Outriggers, Custom Unit Paint, Subtract Jib/Winch, Subtract Jib Stick, Subtract Winch Load Line Swivel Hook, Platform Lighting	-\$9,130
2	UNIT & HYDRAULIC ACC	No Outtrigger Controls, Capstan, Capstan Controls, Hose Reel, Hose Kit, Tool Circuit For Hose Reel, Cathead	\$11,464
3	BODY	Custom Fiberglass Body	\$34,995
4	BODY & CHASSIS ACC	Torsion Bars, Pintle Hitch, Grab Handles, Subtract For No Outriggers/Outtrigger Pads, Subtract For No Pendulum Retainers, Laptop Mount, Utility Vise and Bracket, WeatherTech Floor Mats, Running Boards, Safety Equipment	\$11,069
5	ELECTRICAL	8 Way Strokes, Strokes, Light Bar, Work Lights, PreWire, Flashlight, Go-Lights, Grounding System, Custom Trailer Receptacle, Batteries and Battery Boxes, Supplemental Cab Lighting	\$17,947
6	FINISHING	Custom Paint, GatorHyde, Reflective Tape, Installing Customer Supplied Decals	\$5,401
7	CHASSIS	Custom chassis options	\$23,967
8	OTHER	Extended Warranty TLME 3 Year Total (2 Year Extended)	\$5,375
OPEN MARKET OPTIONS TOTAL:			\$101,088

SUB-TOTAL FOR UNIT/BODY \$200,180

CHASSIS TOTAL \$76,197

Delivery to Customer at \$2.20 / mile: \$423

TOTAL \$276,800

(C.) ADDITIONAL ITEMS (Items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 30-33 months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION:

Village Sourcewell Doc

May 9, 2022
Our 93rd Year**Ship To:**VILLAGE OF WINNETKA
ALTEC INDIANA SERVICE CENTER
5201 W 84TH ST
INDIANAPOLIS, IN 46268
US**Bill To:**VILLAGE OF WINNETKA
510 GREEN BAY ROAD
WINNETKA, IL 60093
United StatesAttn:
Phone:
Email:**Altec Quotation Number:** 1108170 - 1
Account Manager: Toni L Tribby
Technical Sales Rep: Amber Marie Horner

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AT48P Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features: A. Ground to Bottom of Platform Height: 47.5 feet at 6.7 feet from centerline of rotation (14.48 m at 2.04 m) B. Working Height: 52.5 feet (16.00 m) C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 31.2 feet (at 21.9 feet platform height) D. Upper boom extension: 110 inches E. Continuous rotation F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation. G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 33.1 inches of isolation in the upper boom (when retracted and 64.6 inches when extended). I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance. J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. Control Console: Non-tested non-metallic control console plate.	1	

Item	Description	Qty	Price
	Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.		
K.	Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000		
L.	Dielectric rating: Category C, 46 kV and below		
M.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
N.	Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.		
O.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Install Boom Mounted Components for use with Automatic Boom Securing System	1	
4.	Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation	1	
5.	Platform Mounted Single Handle Controls	1	
6.	No Jib/Winch	1	
7.	Two (2) Platform steps - located on the side of the platform nearest the elbow in the stowed position	1	
8.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
9.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1	
10.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
11.	Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. Control is operated with an air plunger at the platform and a momentary switch located at the lower controls and the outrigger controls. This feature allows the operator to completely stow the booms, platform, and outriggers.	1	
12.	Platform Lighting for illumination of platform controls	1	
13.	Throttle Control - Manually increase/decrease chassis engine speed to preset values. Control is captive air operated from the platform and momentary switch operated from the lower controls and outrigger controls.	1	
14.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
15.	No Outriggers (Available for the AT37/41/48 P/PE Mounted on a Medium Duty Chassis Only)	1	
16.	Custom unit color (specify color code).	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Federal School Bus Safety Yellow - Or to match N0933 EA Yellow Elite SS - Fiberglass portions of unit to stay white		
17.	Custom Above Rotation Color	1	
	Federal School Bus Safety Yellow - Or to match N0933 EA Yellow Elite SS		
18.	Custom Pedestal/Tower Color	1	
	Federal School Bus Safety Yellow - Or to match N0933 EA Yellow Elite SS		
<u>Unit & Hydraulic Acc.</u>			
19.	Scuff Pad 24 x 30 With Step For Use With Platform Liner (U&H Acc)	1	
20.	Subbase	1	
21.	Temperature Sight Gauge (FA Supplied)	1	
22.	15 Gallon Reservoir, Triangular	1	
23.	HVI-22 Hydraulic Oil (Standard)	25	
24.	Standard Pump For PTO	1	
25.	Hot shift PTO for automatic transmission	1	
26.	Standard Altec PTO/Transmission Functionality with Park Brake Auto Neutral for Allison Automatic Transmissions: -Once the PTO switch is on, the Parking Brake is engaged, and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced to neutral, and PTO will engage.	1	
27.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
28.	Braden PCD24B Hydraulic Capstan, 30 GPM, 4000 LBS CS rear	1	
29.	Cathead General Purpose Capstan Head (Aluminum)	1	
30.	Capstan Control, Hand-Held Pendant, Electrohydraulic, 25 Ft Cable With Trailer Style Connector (Meterable) CS rear	1	
31.	Capstan Control, Foot Pedal (Uni-Directional), Electrohydraulic, 25 Ft Cable With Trailer Style Connector, Includes Pay-In/Pay-Out Selector Switch (Meterable) CS rear	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
32.	Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use.	1	
33.	Install Tool Circuit For Hose Reel Installation, Below Rotation (Male Pressure, Female Return -Installed at Hose Reel)	1	
34.	50 Ft Non-Conductive Hose Kit, Orange, Includes Quick Disconnects And Dust Caps (Male Pressure, Female Return) (Altec Preferred)	1	
35.	Hydraulic Hose Reel, Spring Loaded, Hannay N616 Series, 50 Ft Hose Capacity (Standard) (Cannot Be Mounted Horizontally)	1	
<u>Body</u>			
36.	Altec Osceola	1	
37.	Fiberglass Body	1	
38.	Altec Standard Fiberglass Body Specifications	1	
	A. Molded Fiberglass Side Compartments B. Reinforced, Double-Laminated Doors C. Heavy Duty Stainless Steel Hinges Installed On Doors D. Heavy Duty Strikers Installed On Body For Door Latches E. Automotive-Type Bulb Gasket Door Seal F. Corrosion Resistant Fasteners And Self-Locking Nuts Used Throughout G. Extruded Aluminum Drip Rail H. Fiberglass Bulkheads Installed Between Compartments I. Drains Installed In Each Compartment J. Body To Be Vented		
39.	Aerial Service Line With Step (ASLS)	1	
40.	Gelcoat Finish Entire Body.	1	
	Federal School Bus Safety - Or to match N0933 EA Yellow Elite SS - Complete Prime interior and exterior - Interior and exterior paint of compartments to be yellow		
41.	156" Estimated Body Length (Engineering To Determine Final Length)	1	
42.	94" Body Width	1	
43.	48" Body Compartment Height	1	
44.	18" Body Compartment Depth	1	
45.	2" x 6" Drop-In Composite Retaining Board At Rear Of Body	1	
46.	2 x 6 Drop-In Composite Retaining Board At Top Of Side Access	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
47.	Rope Lights (LED) Around Top And Sides Of Compartment Door Facings To include top boxes	9	
48.	Stainless Steel Rotary Paddle Latches With Keyed Locks	9	
49.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
50.	Standard Master Body Locking System	9	
51.	Gas Prop Rigid Door Holders On All Vertical Doors	1	
52.	Chains On All Horizontal Doors	1	
53.	Two Chock Holders On Each Side of Body With Retaining Lip In Fender Panel Trim lock applied to the lips of all wheel chock holders	1	
54.	Fiberglass Hotstick Shelf Extending Full Length Of Body On Streetside	1	
55.	Custom Body Hotstick Shelf Option Hot Stick Slots - To have six (6) slots in 2x3 configuration - Each slot runs the length of bed - Each slot opening to be approx. 5"W x 4"T - Pictures in TC	1	
56.	Standard Drop-Down Fiberglass Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
57.	3/16 Smooth Aluminum Floor	1	
58.	4" Aluminum Channel Body Frame	1	
59.	1st Vertical (SS) - Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers	3	
60.	1st Vertical (SS) - Custom Shelf Option Four Fiberglass Shelves With a 2" Lip - Top shelf to be shared with SS2V equaling 50"L total with no dividers - Remaining three (3) shelves to be 24"W and have four (4) adjustable plastic dividers each with twelve (12) notches per shelf for dividers	1	
61.	2nd Vertical (SS) - Custom Shelf Option Three Fiberglass Shelves With 2" Lip - Bottom shelf to have four (4) 2"H adjustable dividers - Middle shelf to have four (4) fin-shaped 6.5"H adjustable dividers - Top shelf to be a 50"L flat shelf with no dividers and shared with SS1V	3	
62.	2nd Vertical (SS) - Custom Drawer Kit Four Drawers - Drawer kit to be at bottom of compartment - Each drawer pulls out to be 18"W x 12.5"D - Each drawer to have three (3) sections approx. 4" deep	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	- To have 48 notches in each drawer total for plastic dividers - To include 24 plastic dividers per drawer - Pictures in TC		
63.	3rd Vertical (SS) - Custom Shelf Option	3	
	Three Fiberglass Shelves - Top and middle shelves to be 24"W with a 2" lip - Top and middle shelves to have four (4) 2"H adjustable plastic dividers each with twelve (12) notches per shelf for dividers - Bottom shelf to be a 24"W flat shelf with no lip		
64.	1st Horizontal (SS) - Custom Shelf Option	1	
	Shelf to be 52"L with a 2" lip - To have eight (8) 2"H adjustable plastic dividers		
65.	1st Horizontal (SS) - Custom Miscellaneous Body Option	1	
	Storage Bins - To have eight (8) 5"W x 16"D metal storage bins - To have seven (7) notches for adjustable metal dividers		
66.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Left Wall	1	
67.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall	2	
68.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall	1	
69.	Inverter storage in enclosure in chassis cab	1	
	To be installed behind passenger seat		
70.	1st Vertical (CS) - Adjustable Fiberglass Shelf With No Dividers	1	
71.	1st Vertical (CS) - Custom Drawer Kit	1	
	Nine (9) rows of three (3) drawers - Drawers to be 5.5"W x 3"H - Each drawer has three (3) adjustable metal dividers - Pictures in TC		
72.	2nd Vertical (CS) - Aluminum Gripstrut Access Steps With Two (2) Aluminum Sloped Grab Handles	1	
73.	3rd Vertical (CS) - Custom Shelf Option	3	
	Three Fiberglass Shelves - Shelves to be 27"W with a 2" lip - Each shelf to have three (3) adjustable dividers - Each shelf to have twelve (12) notches for dividers		
74.	3rd Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Left Wall	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
75.	3rd Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Rear Wall	2	
76.	3rd Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Right Wall	1	
77.	1st Horizontal (CS) - Adjustable Fiberglass Shelf With No Dividers To be on top of drawer kit - To be 38"W	1	
78.	1st Horizontal (CS) - Custom Drawer Kit Six (6) drawers to be stacked three (3) High - To be approx. 15"W x 3"T - To have three (3) adjustable dividers per drawer with six (6) notches per drawer - Each drawer to be able to lock into place	1	
79.	Rear Vertical (CS) - Adjustable Aluminum Shelf With No Dividers To be at top of compartment	1	
80.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Left Wall	1	
81.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall	2	
82.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall	1	
83.	Rear Vertical (CS) - Custom Miscellaneous Body Option Bit Holder - To be attached at the bottom of door - To have twelve (12) PVC drill bit slot - Ref Picture in TC	1	
84.	Aluminum Rock Guards Installed Each Front Corner Of Body	1	
85.	38" L Tailshelf, Unpainted Aluminum, Width To Match Body	1	
86.	Unpainted Aluminum U-Shaped Grab Handle Installed on Tailshelf To be on CS	1	
87.	Custom Aluminum Tailshelf Option Rear Bumper Cabinet - Tailshelf to have integrated storage compartment on SS - To be vacant with no shelves - To include one (1) door - To include a 1" lip - Pictures in TC	1	
88.	Aluminum Small Grab Handle, Unpainted To be installed on the back left hand side of CSRV facing rear for rear access	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
89.	Custom Ladder Storage, Unpainted Aluminum Open Ladder Holder - To fit 10' ladder - To be approx. 120"L x Width of Compartment - Roller at rear	1	
90.	Battery Storage In Remote Unpainted Aluminum Enclosure, Located Outside Of Body Compartments	1	
91.	Open Top Storage Bin, Unpainted Aluminum, Punched Metal To be footprint of SS1V and SS2V x 10"T - Mounted between cab and rear vertical compartment top box	1	
92.	Open Top Storage Bin, Unpainted Aluminum Punched Metal Bin - To be footprint of body compartments rear of CS access steps x 10"T	1	
93.	Horizontal Storage Box, Unpainted Aluminum Box to be mounted on top of rear SS body compartments - To be approx. length of SS3V, SSH, and SSRV - To be width of compartments x 20H - To have two (2) equally spaced horizontal doors that open towards cargo area - Pictures in TC	1	
94.	Additional Body Option Antislip Mat Non Adhesive (Lay In) Tool Matting - To be installed in all compartment floors, bins, and shelves - To include drawers and top boxes	1	
95.	Additional Body Option Vertical Mounted Hand Rail - Installed SS rear of compartment - To be beside the hot stick door access - Used to hang canvas tool back	1	
96.	Additional Body Option Stainless steel rod and pin hinges	1	
97.	Additional Body Option Crown Fenders	1	
98.	Additional Body Option Bolts and Fasteners - All bolts and screws shall be stainless steel - Shall include self-locking stainless steel nuts	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
<u>Body and Chassis Accessories</u>			
99.	Set of Safety Chain D-Rings	1	
100.	ICC Underride Protection	1	
101.	Swivel Style Pintle Hitch (30 000 LB MGTW with 6 000 LB MVL), 11 Bolt T-Mount, Wallace Forge T-15 (T-125 Style)	1	
102.	Front Torsion Bar	1	
103.	Rear Torsion Bar	1	
104.	Install Counterweight as Needed	1	
105.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
106.	U-Shaped Grab Handle	1	
	To be installed at CS rear walkway		
107.	Small Grab Handle Installed at Rear	2	
	One (1) to be installed on each side CS and SS		
108.	Boom Rest for a Telescopic Unit (Located in Cargo Area), Automatic Boom Latch	1	
109.	Automatic Boom Stow Securing System Installed on Boom Rest	1	
110.	Articulating Arm Rest for a Telescopic Unit	1	
111.	Platform Rest, Rigid with Rubber Tube	1	
112.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)	1	
113.	Mud Flaps with Altec Logo (Pair)	2	
	To be installed rear and forward of rear tires		
114.	Fold Over, Post Style Cone Holder For Installation On A Front Bumper (Holds up to four 15 x15 large cones)	1	
	Located TBD		
115.	Water Cask, 5 Gallon (Plastic)	1	
116.	Water Cask Bracket for 3 Or 5 Gallon Water Casks (Sheet Metal)	1	
	Install on SS of tailshelf		
117.	Laptop Mount Option 1	1	
	Computer stand to fit Panasonic Tough Books		
	- To be installed on left front side of passenger seat in chassis cab		

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
118.	Fire Safety Equipment Option 1 10 Lb. Dry Chemical Type Fire Extinguisher and Bracket - To be mounted in rear of cab on CS next to inverter	1	
119.	First Aid Kit, 2 Person Shipped Loose	1	
120.	Safety Harness and 4.5 Ft Lanyard (Fits Medium to Xlarge)	1	
121.	Triangular Reflector Kit (Contains 3 Reflectors) Shipped Loose	1	
122.	Slope Indicator Assembly for Machine without Outriggers	1	
123.	Rock Guards to Protect Lower Front Section of Body Compartments from Road Debris	1	
124.	Lanyard Pouch Vinyl Includes Placards	1	
125.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	
126.	Utility Vise Option 1 Wilton Model 746	1	
127.	Vise Mounting Bracket, 2 Square Tube Vertical Receiver Type with 8 x 8 Mounting Plate Receiver for tube to be mounted off CS frame extension	1	
128.	Additional Body/Chassis Accessory Weather Tech Floormats - To include mats for driver and passenger side of cab - To be two separate floors mats and not one piece	1	
129.	Additional Body/Chassis Accessory Running Boards - Installed on driver and passenger side of chassis	1	
<u>Electrical Accessories</u>			
130.	Compartment Lights Wired To Dash Mounted Master Switch	1	
131.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1	
132.	Strobe Light Option 8-Way Amber Flashing Perimeter LED Lighting, Echo 3510A - Two (2) lights to be mounting in front grille - One (1) light mounted on each front corner and rear corner of body compartment on both sides of vehicle in the drip rails - Two (2) lights mounted at rear of body compartment	1	
133.	Strobe Light Option	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Install amber LED flashing strobe lighting into the headlight assemblies		
134.	Strobe Lights Wired Battery Hot	1	
135.	Directional Light Bar Option	1	
	Directional Arrowstik, Code 3 Model #AS835H - To be recessed into the rear panel of tailshelf - Arrowstik shall be activated by means of a conveniently mounted control in the truck cab		
136.	Cab Mounted Light Bar Option	1	
	Small LED amber strobe light bar - To be 4 way visibility - To be installed on roof of cab		
137.	Spot/Flood Light (LED) Option	4	
	Rectangular LED work lights 4DIA - Two (2) lights location TBD to illuminate cargo area - One (1) light to be installed at rear SS cabinets to illuminate tailshelf access steps - One (1) light to be installed at rear CS cabinets to illuminate tailshelf - To be wired to switches on dash		
138.	Spot/Flood Light (LED) Option	1	
	20 Watt Spot, Orange Litebox, Standard System - To be wired ignition hot - Installed horizontally in cab directly behind center console in back floorboard - To be installed as close to console as possible		
139.	Remote Spot/Flood Lights (LED) Option	2	
	LED Wireless Spotlights, Go-Lights #30514 - One (1) to be installed at front of truck on right side of hood - One (1) to be installed at rear SS on top of compartment - Spotlights to be wired to ignition on - Two wireless remotes are to be provided for each Go-Light - Light to not work individually and will need re-programmed		
140.	Single Tone Backup Alarm, Installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system.	1	
141.	Altec Standard Multi-Point Grounding System	5	
142.	Grounding Reel Option	1	
	Hastings Catalog #21365 Spring Powered Grounding Fault Reel - Location TBD - To hold 40ft of 2/0 AWG copper cable - To include grounding clamp and tie/bonding to frame and body		
143.	Grounding Cable, #2/0 GA, Yellow Jacketed (Specify Length In Feet)	40	
144.	Grounding Lug, Copper, U-Shaped, Threaded	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Installed at rear of frame extension SS		
145.	Grounding Clamp Option	1	
	To be included in grounding reel		
146.	Altec Backup Camera System, 7 Inch Color LCD Monitor, Heated Infrared Camera With Day/Night Sensor And Audio	1	
	A. 7 Inch Color LCD Monitor With LED Backlighting And Proximity Indicators		
	B. 2 Inputs With Independent Triggers		
	C. Heated Infrared Camera With Day/Night Sensor And Audio		
	D. Mirror/Normal View		
	E. IP68 Rated		
	F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical)		
	G. 20 Meter Cable Assembly		
147.	Install backup camera monitor directly on the dash.	1	
148.	PTO Hour Meter, Analog, With 10 000 Hour Display	1	
149.	Trailer Receptacle Option	1	
	Pollack Nine Contact Socket		
	- PN 12-907		
	- Installed adjacent to pintle hook		
150.	Trailer Brake Controller, Electric (Tekonsha Voyager #9030)	1	
151.	Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches	1	
152.	Inverter, 3000 Watt, Pure Sine Wave, 120 VAC (Sensata #12/3000N)	1	
	Mount inverter inside cab behind the passenger seat		
153.	Inverter Wired Ignition Hot To Switch Mounted In Chassis Cab	1	
154.	Inverter Mounting Bracket Option	1	
	Mounted inside cab behind passenger seat		
155.	Deep Cycle Auxiliary Battery For Vented Applications (Group 31) (Specify a Location)	2	
	Threaded battery posts ILO smooth posts		
156.	Battery Box, Marine Style, Black Plastic, Holds One (1) Battery	2	
157.	Battery Box, Aluminum	1	
	Top Opening Aluminum Vented Battery Box		
	- To have smooth lid with gas shocks and non-locking zine plated latch		
	- Holds two (2) batteries		
	- Box to be as narrow as possible and as long and deep as needed		
	- Mount from SS cargo wall and in front of pedestal		
158.	Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	To be flush mounted for use of tools at ground level - One (1) to be on each exterior corner of truck body		
159.	120 Volt Non-GFCI Receptacle Includes Weather-Resistant Enclosure Requires at least 1 GFCI Receptacle	2	
	To be flush mounted for use of tools at ground level - One (1) to be on each exterior corner of truck		
160.	GFCI Receptacle Hardwired To Protect Additional Non-GFCI Receptacles	1	
161.	Electrical Receptacles, 12 Volt (Cigarette Lighter Style), Non-Weatherproof, Triple Bank (3 Gang)	3	
	Wired ignition hot - To be mounted in chassis cab behind front seats		
162.	12 Volt Electrical Receptacle(s) Wired Ignition Hot	1	
163.	Pre-Wire Power Distribution Module 10 is a Compact Self-Contained Electronic System that Provides a Standardized Interface with the Chassis Electrical System	1	
164.	Install Secondary Stowage System In Final Assembly	1	
165.	Install Two Speed Throttle System In Final Assembly	1	
166.	Heavy Duty Secondary Stowage Pump (Supplied By Final Assembly)	1	
167.	Cab Interior Light, LED, Dome Style, White (Altec Preferred)	1	
168.	Cab Interior Light Option	1	
	Supplemental interior cab LED lighting is to be installed. Location and size to be sufficient to facilitate blue print and map reading 24 hours a day. Light shall be installed in a manner that does not "pull down" headliner in cab		
169.	PTO Indicator Light, Installed In Cab	1	
170.	Upper Boom Out of Stow Indicator with Proximity Switch	1	
171.	Additional Electrical Accessory	1	
	All amber strobe lights excluding arrow stick and light on roof of cab shall be activated by single switch in truck cab		
172.	Additional Electrical Accessory	1	
	All auxiliary lighting and aerial master switch shall be activated from a lighted indicator control panel with an integral power socket. This control panel shall be centrally located in the truck cab, mounted in overhead compartment or on a pedestal. Mounting on top of dash is not acceptable.		

Finishing Details

173.	Front and Rear Frame Mounted Components and Under Body Mounted Components	1	
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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)		
174.	Custom Above Rotation Color Federal School Bus Safety Yellow (or match N0933 EA Yellow Elite SS)	1	
175.	Custom Pedestal Color Federal School Bus Safety Yellow (or match N0933 EA Yellow Elite SS)	1	
176.	Finish Paint Body Accessories Custom Color (Specify Color Code) Federal School Bus Safety Yellow (or match N0933 EA Yellow Elite SS) - When re-painting the body, the doors and outside of the body needs done. The interiors do not need re-painted.	1	
177.	Finish Paint Body Compartment Interiors Custom Color (Specify Color Code) Federal School Bus Safety Yellow (or match N0933 EA Yellow Elite SS) - The interiors are acceptable to the customer, no need to re-paint	1	
178.	Heavy Duty Cargo Coating, Gator Hyde To be added to the following locations - Cargo area - Up walls of cargo area 6" - To be on SS and CS areas that are notched down - Do not install on gripstrut - Cone holder	1	
179.	Customer Decals Supplied By Customer Large round decal needs to go SS and CS chassis door (center). - Four (4) # decal's are to also be installed, One each side fender under the Freightliner emblem. One CS rear compartment under the grounding reel and One SS top drop down box on the rear - Ref Run 1004582	1	
180.	Reflective Tape Red/White Applied In Accordance With FMVSS 108 Standards (QTY in Feet) To be taped around the platform at the bottom	1	
181.	Safety and Instructional Decals English	1	
182.	Vehicle Height Placard Installed In Cab DEPS 002	1	
183.	HVI-22 Hydraulic Oil Placard	1	
184.	DOT Certification Required DOT Certification Required. Place sticker on back window behind driver and form in manual pouch. 510 Green Bay Road, Winnetka, IL 60093	1	
185.	Dielectric Test Unit According to ANSI Requirements	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
186.	Stability Test Unit According to ANSI Requirements	1	
187.	Regional Build	1	
188.	Delivery Of Completed Unit	1	
189.	Inbound Freight	1	
190.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
191.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	
192.	Pre-delivery/Customer Validation Inspection Required - Onsite Pre-paint and before delivery	1	
193.	Customer Requested Maximum Overall Length Not to exceed 26'	1	
194.	Customer Requested Maximum Travel Height (DOT Restrictions Still Apply) Overall travel height not to exceed 12' 8"	1	
<u>Chassis</u>			
195.	Altec Supplied Chassis	1	
196.	Chassis	1	
197.	2024 Model Year	1	
198.	Freightliner M2-106	1	
199.	4x2	1	
200.	113" Clear CA (Round To Next Whole Number)	1	
201.	Regular Cab	1	
202.	Chassis Cab	1	
203.	Dual Rear Wheel	1	
204.	Set Back Axle	1	
205.	Chassis Color - Yellow Federal School Bus Yellow - L6460EY	1	
206.	Chassis Wheelbase Length - 192	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
207.	Cummins B6.7	1	
208.	Diesel	1	
209.	240 HP Engine Rating	1	
210.	Allison 2500 RDS Automatic Transmission	1	
211.	GVWR 33,000 LBS	1	
212.	12,000 LBS Front GAWR	1	
213.	Spring Suspension	1	
214.	21,000 LBS Rear GAWR	1	
215.	11R22.5 Front Tire	1	
216.	11R22.5 Rear Tire	1	
217.	Air Brakes	1	
218.	Park Brake In Rear Wheels	1	
219.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Under Cab-Horizontal)	1	
220.	Freightliner - Clear Frame Rails From Back Of Cab To Front Rear Suspension Bracket (607-001)	1	
221.	Freightliner - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (296-027)	1	
222.	Freightliner - Radiator (950 Square Inch) for ISB/B.7 or DD8.1 (SS) (266-078)	1	
223.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1	
224.	Freightliner PTO Throttle Wiring for Automatic Transmission with Pre-Wire (163-001), (148-074), (87L-003)	1	
225.	Freightliner/Allison Body Builder Connection with Pre-Wire (34C-002)	1	
226.	Freightliner - Pre-Wire Chassis with Cab Backwall Pass-Thru (33U-001)	1	
227.	No Idle Engine Shut-Down Required	1	
228.	EPA Emissions	1	
229.	No Clean Idle Certification Required	1	
230.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	1	
231.	23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand)	1	
232.	Chassis Without Front Frame Extensions	1	
233.	Battery Under Cab Left Hand	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
234.	Air Horn Under Cab	1	
235.	AM/FM Radio	1	
236.	Bluetooth	1	
237.	Weather Band	1	
238.	Air Conditioning	1	
239.	Power Door Locks	1	
240.	Power Windows	1	
241.	Tachometer	1	
242.	Tilt Steering Wheel	1	
243.	Block Heater	1	
244.	Other Exterior Cab Options	1	
	Front Tow Hooks		
245.	Air Ride Drivers Seat	1	
246.	Air Ride Passenger Seat	1	
247.	Additional Chassis Option	1	
	High visibility orange seat belts		
248.	Additional Chassis Option	1	
	Running boards on the driver and passenger side of chassis - Altec supplied		

Additional Pricing

249.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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Miscellaneous

250.	Altec Provided Training	1	
251.	Ext Warranty, Travel, Labor, Material and Expense, 3 Year Total (2 Year Extended), Category 3	1	

Unit / Body / Chassis Total
FET Total

276,800.00
0.00

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Page 17 of 20

UTILITY EQUIPMENT AND BODIES SINCE 1929

Total 276,800.00

Altec Industries, Inc.

BY _____

Amber Marie Horner

Notes:

1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

- Outrigger pads (When Applicable)
- Fall Protection System
- Fire extinguisher/DOT kit
- Platform Liner (When Applicable)
- Altec Sentry Training
- Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

3 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

4 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

5 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

6 Altec Standard Warranty:

One (1) year parts warranty.

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One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 F.O.B. - #FOB_TERMS#

9 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

10 Interest charge of 1/2% per month to be added for late payment.

11 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

12 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

13 Any payment made by a credit card may be subject to a surcharge fee.

14 Estimated Delivery: 30-33 months after receipt of order PROVIDING:
A. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer

inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

- 15 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 16 This quotation is valid until JUL 29,2022. After this date, please contact Altec Industries, Inc. for a possible extension.
- 17 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.
- 18 Please direct all questions to Toni L Tribby at (317) 872-3460

Prepared for:
TONI TRIBBY
ALTEC INDUSTRIES
NORTHERN DIVISION
5201 WEST 54TH STREET
INDIANAPOLIS, IN 46268
Phone: 317-408-2808

ESTIMATE ID
2WINN26K22-23M PW AT48M
REV23+

Prepared by:
Shane Hall
Peach State Freightliner
1755 Dry Pond Road
Jefferson, GA 30549
Phone: 7063673971

A proposal for
ALTEC INDUSTRIES NORTHERN DIVISION
VILLAGE OF WINNETKA

Prepared by
Peach State Freightliner
Shane Hall

May 09, 2022

2023 Freightliner M2 106
4X2 @ 33,000 GVWR DERATE

CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 112.6 in
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 109.6 in



Components shown may not reflect all spec'd options and are not to scale

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ALTEC INDUSTRIES
NORTHERN DIVISION
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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-23M	M2 PRL-23M (EFF:01/21/20)		
Data Version			
DRL-047	SPECPRO21 DATA RELEASE VER 047		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-223	2023 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 16000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY :26000.0 lbs		
Truck Service			
AA3-006	UTILITY BODY		

Application Version 11.7.206
Data Version PRL-23M.047
2WINN26K22-23M PW AT48M
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05/09/2022 11:41 AM

Page 4 of 22

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 TONI TRIBBY
 ALTEC INDUSTRIES
 NORTHERN DIVISION
 5201 WEST 54TH STREET
 INDIANAPOLIS, IN 46268
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Data Code	Description	Weight Front	Weight Rear
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
AE2-99D	EXPECTED TRUCK BODY WIDTH : 96.0 in		
AF3-1EN	ALTEC		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-21T	CUM B6.7 240 HP @ 2400 RPM, 2600 GOV, 560 LB-FT @ 1600 RPM		
Electronic Parameters			
79A-070	70 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-205	(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
* 281-005	STANDARD BATTERY JUMPERS W/ 2/0 CAB TO RAIL GROUND CABLE		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		

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Data Code	Description	Weight Front	Weight Rear
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	10	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-078	950 SQUARE INCH ALUMINUM RADIATOR	50	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		

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Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-1MN	ALLISON 2500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
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Transmission Equipment

343-301	ALLISON VOCATIONAL PACKAGE 354 - AVAILABLE ON 1000/2000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, EVS, HS, MH, PTS AND SPS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-003	PRIMARY MODE GEARS, 5 FORWARD GEARS WITH MANUAL SELECTION FOR 3, 2 AND 1, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY
84E-002	VARIABLE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY
84F-002	VARIABLE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY
84G-017	2500 RPM PRIMARY MODE SHIFT SPEED
84H-017	2500 RPM SECONDARY MODE SHIFT SPEED
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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Data Code	Description	Weight Front	Weight Rear
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		
362-818	CUSTOMER INSTALLED CHELSEA 870 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-072	DASH MOUNTED T-HANDLE CABLE SHIFT CONTROL WITHOUT PARK BRAKE POSITION		
97G-006	TRANSMISSION PROGNOSTICS - DISABLED (N/A) 2013, FOR USE IN 1000/2000 ONLY		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-001	TRANSMISSION OIL CHECK AND FILL		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42
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Data Code	Description	Weight Front	Weight Rear
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62G-007	355MM FRONT SUSPENSION WHEEL HEIGHT		
62H-013	FRONT SUSPENSION WITH SHACKLES AND MOUNTING BOLT HEADS INBOARD		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1M8	MS-19-14X 19,000# R-SERIES SINGLE REAR AXLE		-30
421-586	5.86 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1MG	21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		100
621-002	SPRING SUSPENSION - 1.00" AXLE SPACER		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		

Prepared for:
 TONI TRIBBY
 ALTEC INDUSTRIES
 NORTHERN DIVISION
 5201 WEST 54TH STREET
 INDIANAPOLIS, IN 46268
 Phone: 317-408-2808

ESTIMATE ID
2WINN26K22-23M PW AT48M
REV23+

Prepared by:
 Shane Hall
 Peach State Freightliner
 1755 Dry Pond Road
 Jefferson, GA 30549
 Phone: 7063673971

Data Code	Description	Weight Front	Weight Rear
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-090	STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-487	4875MM (192 INCH) WHEELBASE		
546-117	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI 26K DERATE	100	90
552-049	2125MM (84 INCH) REAR FRAME OVERHANG		
55W-008	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-30	130
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 126.38 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 123.38 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 305.02 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 97.48 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 74.03 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-010	CROSSMEMBER FLUSH WITH BACK OF CAB	15	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		

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ALTEC INDUSTRIES
NORTHERN DIVISION
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Shane Hall
Peach State Freightliner
1755 Dry Pond Road
Jefferson, GA 30549
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	Data Code	Description	Weight Front	Weight Rear
*	572-063	STANDARD REAR MOST CROSSMEMBER WITH DOUBLE STANDARD CROSSMEMBER SPACING		
	565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment				
	556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS		
	558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
	574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
	586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
	551-017	GRADE 8 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME		
	605-103	CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON TOP FLANGE OF FRAME		
	607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fuel Tanks				
	204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
	218-005	RECTANGULAR FUEL TANK(S)		
	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
	212-063	FUEL TANK(S) FORWARD; -544MM FUEL TANK BRACKET ELEVATION MOUNTING		
	664-006	PLAIN Z STYLE STEPS WITH AGGRESSIVE EDGE ENHANCED TRACTION		
	205-001	FUEL TANK CAP(S)		
	122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
	216-020	EQUIFLO INBOARD FUEL SYSTEM		
	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires				
	093-1G4	MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES	12	
	094-1UX	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES		96

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Data Code	Description	Weight Front	Weight Rear
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-658	ACCURIDE 51487 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 5-HAND STEEL DISC FRONT WHEELS		
505-658	ACCURIDE 51487 ACCU-LITE 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-009	RUBBER CAB MOUNTS		
678-998	NO GRAB HANDLES		
646-045	MOLD-IN COLOR GRILLE		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
726-002	DUAL ELECTRIC HORNS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-001	(5) AMBER MARKER LIGHTS		
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		

Prepared for:
 TONI TRIBBY
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 NORTHERN DIVISION
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 Shane Hall
 Peach State Freightliner
 1755 Dry Pond Road
 Jefferson, GA 30549
 Phone: 7063673971

Data Code	Description	Weight Front	Weight Rear
275-063	2-STAGE ELECTRIC HORN AND HAZARD LAMP ALERT CONTROLLED BY PARTICULATE FILTER REGENERATION REQUIRED STATUS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING
694-010	IN DASH STORAGE BIN
693-003	PLASTIC MANIFEST BOX - LH DOOR
742-007	(2) CUP HOLDERS LH AND RH DASH
680-006	GRAY/CHARCOAL FLAT DASH
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-033	STANDARD INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME

Prepared for:
 TONI TRIBBY
 ALTEC INDUSTRIES
 NORTHERN DIVISION
 5201 WEST 54TH STREET
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 Phone: 317-408-2808

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 Shane Hall
 Peach State Freightliner
 1755 Dry Pond Road
 Jefferson, GA 30549
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Data Code	Description	Weight Front	Weight Rear
78G-004	KEY QUANTITY OF 4		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
160-039	(1) HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH AND (1) SAE J1939 DIAGNOSTIC INTERFACE CONNECTOR LOCATED CENTER OF DASH

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Prepared for:
 TONI TRIBBY
 ALTEC INDUSTRIES
 NORTHERN DIVISION
 5201 WEST 54TH STREET
 INDIANAPOLIS, IN 46268
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Data Code	Description	Weight Front	Weight Rear
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED		
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
33U-001	PREWIRE PACKAGE FOR ALTEC CONTROL MODULE AND CHASSIS INTERFACE W/ BW CUTOUT		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-040	24 INCH AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR, RG-62		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		

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 TONI TRIBBY
 ALTEC INDUSTRIES
 NORTHERN DIVISION
 5201 WEST 54TH STREET
 INDIANAPOLIS, IN 46268
 Phone: 317-408-2808

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 Shane Hall
 Peach State Freightliner
 1755 Dry Pond Road
 Jefferson, GA 30549
 Phone: 7063673971

Data Code	Description	Weight Front	Weight Rear
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000	PAINT: ONE SOLID COLOR		
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Color

980-5J5	CAB COLOR A: L6460EY SCHOOL BUS YELLOW ELITE EY (MATCH PAINT @ ORDER)		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
969-099	17 DIGIT BAR CODE INSIDE LH DOOR		
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
---------	--	--	--

Secondary Factory Options

48Q-998	NO TIRE INFLATION DEVICE/SYSTEM		
---------	---------------------------------	--	--

Raw Performance Data

AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 123.38 in		
---------	---	--	--

Sales Programs

	NO SALES PROGRAMS HAVE BEEN SELECTED		
--	--------------------------------------	--	--

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6053 lbs	3904 lbs	9957 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs

Prepared for:
TONI TRIBBY
ALTEC INDUSTRIES
NORTHERN DIVISION
5201 WEST 54TH STREET
INDIANAPOLIS, IN 46268
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Shane Hall
Peach State Freightliner
1755 Dry Pond Road
Jefferson, GA 30549
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Total Weight*	6053 lbs	3904 lbs	9957 lbs
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Extended Warranty

WAG-009 TOWING: 6 MONTHS/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$550 CAP FEX APPLIES

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Prepared for:
TONI TRIBBY
ALTEC INDUSTRIES
NORTHERN DIVISION
5201 WEST 54TH STREET
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Shane Hall
Peach State Freightliner
1755 Dry Pond Road
Jefferson, GA 30549
Phone: 7063673971

G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model M2106
Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)..... 10000.0
Expected Pusher Axle(s) Load (lbs)..... 0.0
Expected Rear Axle(s) Load (lbs)..... 16000.0
Expected Tag Axle(s) Load (lbs)..... 0.0
Expected GVW (lbs)..... 26000
Expected GCW (lbs)..... 0.0
Front Axle (400)..... DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)..... 12,000# DUAL TAPERLEAF FRONT SUSPENSION
Front Hubs (418)..... CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502)..... ACCURIDE 51487 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093)..... MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES
Front Brakes (402)..... MERITOR 15X4 Q+ CAM FRONT BRAKES
Steering Gear (536)..... TRW THP-60 POWER STEERING
Rear Axle (420)..... MS-19-14X 19,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622)..... 21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
Rear Hubs (450)..... CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505)..... ACCURIDE 51487 ACCU-LITE 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
Rear Tires (094)..... MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423)..... MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)..... NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)..... NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)..... NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509)..... NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)..... NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)..... NO PUSHER/TAG BRAKES

Prepared for:
 TONI TRIBBY
 ALTEC INDUSTRIES
 NORTHERN DIVISION
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 Shane Hall
 Peach State Freightliner
 1755 Dry Pond Road
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TABLE SUMMARY - GVWR

	Front	Rear
Axle Component Weight Ratings		
Axles	12000	19000
Suspension	12000	21000
Hubs	14700	26000
Brakes	12000	17500
Wheels	14800	29600
Tires	12350	23360
Power Steering	13300	N/A
GAWR (per axle)	12000	17500
GAWR (per axle system)	12000	17500
Expected Load (per axle system)	10000	16000
GVWR due to Frame	90000	
GVWR due to Transmission	33000	
Vehicle GVWR Summary		
Calculated GVWR	29500	
Expected GVWR	26000	
All weights displayed in pounds		

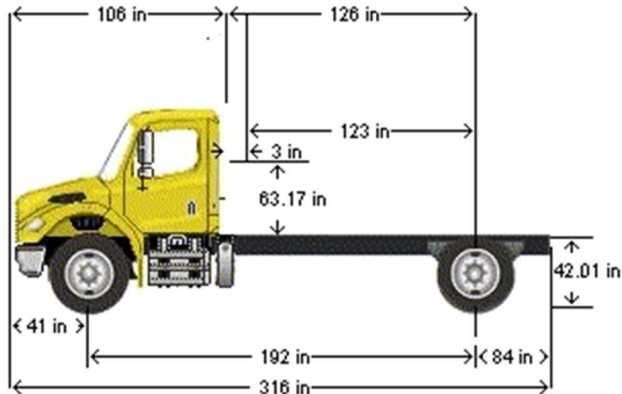
Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106
Wheelbase (545) 4875MM (192 INCH) WHEELBASE
Rear Frame Overhang (552) 2125MM (84 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) NO FIFTH WHEEL
Mounting Location (577) NO FIFTH WHEEL LOCATION
Maximum Forward Position (in) 0
Maximum Rearward Position (in) 0
Amount of Slide Travel (in) 0
Slide Increment (in) 0
Desired Slide Position (in) 0.0
Cab Size (829) 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE

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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	126.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	123.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	210.1
Cab Height (CH)	63.2
Wheelbase (WB)	191.9
Frame Overhang (OH)	83.7
Overall Frame Length	305.0
Overall Length (OAL)	316.4
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

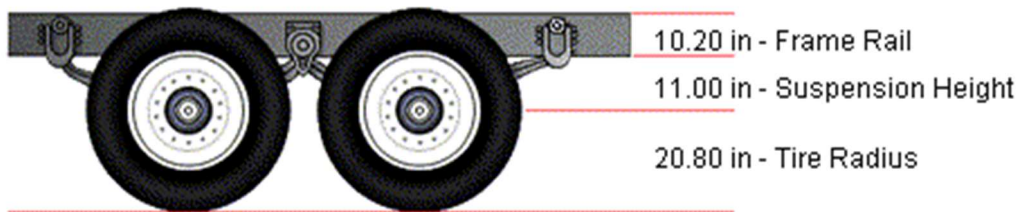
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Peach State Freightliner
1755 Dry Pond Road
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UNLADEN FRAME HEIGHT

Unladen Height	Requested	Calculated
Frame (in)	N/A	42.00



VEHICLE SPECIFICATIONS SUMMARY - UNLADEN FRAME HEIGHT

Model M2106
Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Frame Rails (546)..... 11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI(546)
 Web Height (in)..... 10.1875
 Flange Thickness (in)..... 0.34375
Rear Suspension (622)..... 21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
Rear Suspension Ride Height (621)..... SPRING SUSPENSION - 1.00" AXLE SPACER
Axle C/L to Bottom of Frame (in)..... 11.018
Rear Tires (094) MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
 Unladen Radius (in) 20.8
Fifth Wheel (578) NO FIFTH WHEEL
 Requested Min Height (in) 0.0
 Requested Max Height (in) 1
 Fifth Wheel Leg Height (582) NO FIFTH WHEEL LEG HEIGHT
Rear Tow Device (587) NO REAR TOWING DEVICE
 Requested Min Height (in) 0.0
 Requested Max Height (in) 0.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

EXHIBIT B
Village Addenda

NONE



Agenda Item Executive Summary

TITLE: Resolution No. R-71-2022: Streetscape Phase 5 Design (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: June 7, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

With the successful completion of Phase I, II, III, & IV Streetscape Improvements in the Elm Street Business District, staff is seeking approval to prepare construction documents for the next phase of improvements. The next phase of Streetscape Improvements will occur within the East Elm District on Elm Street between Lincoln Avenue and Maple Street.

EXECUTIVE SUMMARY:

The first four Streetscape projects have been well received by the community, resulting in many positive comments. In order to construct the next phase of Streetscape improvements (Phase V) during the 2023 calendar, it is necessary for the engineering design and permitting to begin now. The proposed scope of work includes a full set of construction plans, specifications, and bidding documents. By approving the engineering services now, the design work is expected to be completed in January 2023, allowing the project to proceed with ample time for check points with the Council prior to proceeding with construction in March of 2023.

Typically, the project schedule would include a six- to eight-week period for soliciting proposals from qualified design engineering firms to produce final design/engineering plans. However, considering the experience and knowledge gained from the first four phases, and the desire to begin construction as quickly as possible in 2023, Village staff proposes to waive the competitive selection process and again work directly with our two existing firms, Ciorba Group and Teska Associates, to complete the necessary documents.

Both Ciorba Group and Teska Associates have a significant amount of history and previous experience with the Village's Streetscape projects. The Ciorba Group prepared both conceptual and detailed design plans for Winnetka's previous streetscape phases, this detailed engineering will continue to serve as the basis for the current streetscape plans and will help to reduce design costs. Teska Associates prepared the adopted Downtown Streetscape and Signage Master Plan and was instrumental with the development of the Phase I, II, III, & IV Streetscape construction documents.

Ciorba and Teska have developed an appropriate scope of work to prepare final plans, specifications, and bidding documents, and to provide bidding assistance for the Phase V Streetscape construction. Under the proposed scope of work, the Elm Street Streetscape plans will be developed for the

proposed improvements.

Roadway geometrics will match the Downtown Streetscape and Signage Master Plan as prepared and revised by Teska. Given the extent of the proposed watermain improvements, Elm Street will be resurfaced from east of Lincoln Avenue to Maple Street. Ciorba will also work closely with the Water & Electric Department for the replacement of an existing water main that is located on Elm Street.

The Streetscape and roadway plans will be prepared in AutoCAD and delivered in electronic format, with PDF files for bidding and CAD files. The Streetscape documents will be prepared so that they can also be used for Business and Public Open Houses as well as for construction documents. Ciorba and Teska's detailed scope of work is attached.

The proposed design fees for the project are \$41,326.48 for Ciorba Group and \$29,820 for Teska Associates, for a total of \$71,146.48. Staff is proposing to pay for these design services utilizing approved funding from the Business District Revitalization Fund. The proposed \$71,146.48 would come from the Business District Revitalization (BDR) Fund; Account 420.15.01-620, "Improvements Other Than Buildings".

RECOMMENDATION:

Consider adopting Resolution No. R-71-2022:

1. Waiving the competitive solicitation process;
2. Awarding a contract for professional design services to Ciorba Group and Teska Associates in the amount of \$71,146.48 for design engineering and landscape architectural services for Streetscape improvements on Elm Street between Lincoln Avenue and Maple Street.

ATTACHMENTS:

1. Resolution No. R-71-2022: Streetscape Phase 5 Design

ATTACHMENT 1

RESOLUTION NO. R-71-2022

A RESOLUTION WAIVING BIDDING AND APPROVING AGREEMENTS WITH THE CIORBA GROUP AND TESKA ASSOCIATES FOR DESIGN ENGINEERING SERVICES AND LANDSCAPE ARCHITECTURE SERVICES FOR STREETSCAPE IMPROVEMENTS TO ELM STREET

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, on June 19, 2018, the Village Council adopted the Downtown Streetscape and Signage Master Plan, which plan has been revised after further input and evaluation from the Village Council and residents of the Village; and

WHEREAS, the Village has appropriated funds for the engineering and construction of streetscape improvements along Elm Street between Lincoln Avenue and Maple Street ("***Streetscape Improvements***"), in accordance with the Downtown Streetscape and Signage Master Plan, and

WHEREAS, the Village requested proposals from Ciorba Group ("***Ciorba***") for design engineering services ("***Engineering Services***") for the Streetscape Improvement; and

WHEREAS, the Village requested proposals from Teska Associates ("***Teska***") for the performance of landscape architecture services ("***Landscape Services***") for the Streetscape Improvements; and

WHEREAS, Ciorba submitted a proposal to the Village for the performance the Engineering Services for the Streetscape Improvements in an amount not to exceed \$41,326.48; and

WHEREAS, Teska submitted a proposal to the Village for the performance the Landscape Services for the Streetscape Improvements in an amount not to exceed \$29,820; and

WHEREAS, Ciorba and Teska have performed services for the Village in the past, to the Village's satisfaction and have prior experience with the Village's streetscape projects; and

WHEREAS, the Village Council desires to enter into an agreement with Teska for the Landscape Services for the Streetscape Improvements in a total amount not to exceed \$29,820 ("***Teska Agreement***"); and

WHEREAS, the Village Council desires to enter into an agreement with Ciorba for the Engineering Services for the Streetscape Improvements in a total amount not to exceed \$41,326.48 ("***Ciorba Agreement***") (the Teska Agreement and Ciorba Agreement are, collectively, the "***Agreements***"); and

June 7, 2022

R-71-2022

WHEREAS, pursuant to Sections 4.12.010.A and Sections 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 for the Engineering Services and Landscape Services, and enter into the Agreements with Teska and Ciorba;

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: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of Landscape Services and Engineering Services.

SECTION 3: APPROVAL OF CIORBA AGREEMENT. The Village Council hereby approves the Ciorba Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 4: APPROVAL OF TESKA AGREEMENT. The Village Council hereby approves the Teska Agreement in substantially the form attached to this Resolution as **Exhibit B** and in a final form approved by the Village Attorney.

SECTION 5: AUTHORIZATION TO EXECUTE AGREEMENTS. 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 Agreements after receipt by the Village Manager of two executed copies of the final Agreements from Teska and Ciorba, respectively; provided, however, that if the Village Manager does not receive two executed copies of the final Agreements from Teska and Ciorba within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreements between the Village and the applicable party will, at the option of the Village Council, be null and void.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 7th day of June, 2022, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CIORBA AGREEMENT

SCOPE OF SERVICES

DOWNTOWN STREETSCAPE - PHASE 5

VILLAGE OF WINNETKA

Design engineering services are required to prepare plans, specifications, and cost estimates for streetscape improvements of the northside of Elm Street from the previous work at Lincoln Avenue to Arbor Vitae Road and Oak Street and water main improvements and pavement resurfacing from Lincoln Avenue to Maple Street. Full topographic survey including structure dips will be completed from Lincoln Avenue to Maple Street.

The roadway and streetscape plans will be prepared in MicroStation. Deliverables will be in electronic format, with pdf files for bidding and CADD files. The streetscape documentation will depict surface streetscape treatments including, but not limited to: sidewalk jointing patterns, unit paving areas, lighting, site furnishings and landscape plantings.

SCOPE OF SERVICES

DOWNTOWN STREETSCAPE - PHASE 5

VILLAGE OF WINNETKA

1. Meetings, Coordination and Data Collection

- a. Bi-Weekly meetings with Village Staff during design period.
 - August through January (12 meetings)
- b. Coordination activities will be required with the Village staff, Teska and private utility companies.
- c. One site visit by staff.
- d. Electrical Plan in Hand Walk Through.

2. Topographic Survey

- a. Establish vertical and horizontal control points.
- b. Complete topographic survey.
- c. Obtain inverts of storm and sanitary sewers.
- d. Develop base sheets.

3. Plans, Specifications, and Estimates (75% and 100% Submittals)

- a. Title Sheet (1 sheet)
- b. Typical Sections (1 sheet)
- c. Alignment, Ties, and Benchmarks (1 sheet)
- b. Index of Sheets/General Notes (1 sheet)
- c. Summary of Quantities (1 sheet)
- d. Existing Conditions/Removal Plans (2 sheets)
- e. Plans and Elevations (2 sheets)
- f. Water Main Plans (2 sheets)
- g. Drainage Plans (2 sheets)
- h. Pavement Marking and Signing Plans (2 sheets)
- i. MOT Plans (1 sheet)
- j. MOT General Notes and Description (1 sheet)
- k. MOT Typical Sections (1 sheets)
- l. Lighting Plans
 - i. Lighting General Notes and Removal Plan (2 sheets)
 - ii. Proposed Lighting Plan (2 sheets)
 - iii. Lighting One Line Diagram (2 sheets)
 - iv. Lighting Details (6 sheets)
 - v. Other design services
 - Voltage drop calculations
 - Photometric exhibits
 - Site walk to identify existing circuits and removals
- m. Streetscape Plans (See attached scope provided by Teska)
- n. Roadway Details including Village and IDOT Standards
- o. Quantity Calculations and Construction Cost Estimate
- p. Specifications conforming to the IDOT Standard Specifications for Road and Bridge Construction and the Village of Winnetka requirements. Special Provisions will be prepared for pay items not included in Standard Specifications or that are Village specific items. It is assumed that the project will not go out to bid and Specifications from previous Streetscapes will be updated and re-used.

SCOPE OF SERVICES DOWNTOWN STREETSCAPE - PHASE 5 VILLAGE OF WINNETKA

4. **Permits/Applications**
 - a. IEPA permit for water main construction
5. **Bidding Assistance**
 - a. Answer bidder questions and issue addenda as necessary
6. **QC/QC**
 - a. Provide QC/QA review of contract documents at each submittal.
7. **Project Management & Administration**
 - a. Provide project oversight.
 - b. Prepare invoices and progress reports.
 - c. Project control of scope, schedule, and budget.

Note: Clean construction demolition debris (CCDD) and soil analysis will be risk managed during construction with the contractor either wasting earth excavation on the site or performing the necessary screenings and analysis for disposal.

DESIGN SUMMARY FEE
DOWNTOWN STREETSCAPE - PHASE 4
VILLAGE OF WINNETKA

See attached exhibits.

Ciorba Group	\$41,326.48
Teska	\$29,820.00
Total	\$71,146.48

Firm Ciorba Group, Inc Date 05/27/22
Client Village of Winnetka

ITEM	MANHOURS (A)	PAYROLL (B)	(2.8+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Meetings, Data Collection & Coordination	28	\$ 1,829.17	\$ 5,121.66			\$ 5,121.66	7.20%
Topographic Survey	30	\$ 1,263.90	\$ 3,538.92	\$ 195.00		\$ 3,733.92	5.25%
Water Resources	32	\$ 1,538.11	\$ 4,306.71			\$ 4,306.71	6.05%
Lighting and Traffic Signals	64	\$ 3,636.40	\$ 10,181.93			\$ 10,181.93	14.31%
Engineering Plans	104	\$ 5,302.35	\$ 14,846.59			\$ 14,846.59	20.87%
Bidding Assistance	2	\$ 157.34	\$ 440.54			\$ 440.54	0.62%
QC/QA	4	\$ 300.68	\$ 841.89			\$ 841.89	1.18%
Project Management & Administration	8	\$ 661.86	\$ 1,853.22			\$ 1,853.22	2.60%
Testka					\$ 29,820.00	\$ 29,820.00	41.91%
TOTALS	272	\$ 14,689.81	\$ 41,131.48	\$ 195.00	\$ 29,820.00	\$ 71,146.48	100.00%

STAFF HOURS
Village of Winnetka
Downtown Streetscape Phase 5

Task Sub-Task	Activity	Grand Total	Principal	Project Manager	Senior Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician
1. Meetings, Data Collection & Coordination	Task Total:	272	4	29	67	51	55	35	31
010 Meetings	Subtotal:	12		4	18		4	2	
	Meetings with Village - 1 hr meetings x 2 meetings/month x 6 months	12			12				
011 Coordination	Subtotal:	8			4		4		
	Coordination with Village	2			2				
	Coordination with Project Team	2			2				
	Coordination with Utilities	4					4		
	Submit Plans to Utilities								
012 Data Collection	Subtotal:	8		4	2			2	
	Obtain Utility Atlases	2						2	
	Site Visits by Staff (2 hrs/visit x 1 people)	2			2				
	Electrical Plan in Hand Walk Through	4		4					
2. Topographic Survey	Task Total:	30						8	22
020 Field Survey	Subtotal:	26						8	18
	Project Setup	2							2
	Establish Vertical and Horizontal Control	8						4	4
	Topographic Survey, Cross Sections, Structure Dips	16						4	12
021 Process Survey Information	Subtotal:	4							4
	Down Loading Total Station	2							2
	Base Sheet Development	2							2
3. Water Resources	Task Total:	32			9		23		
032 Water Main System	Subtotal:	30			9		21		
	Conflict Investigation	4			1		3		
	Water Main Design	12			4		8		
	Water Main Plan and Profile Sheets (2 Sheets)	12			4		8		
	Water Main Details	2					2		
035 Permits	Subtotal:	2					2		
	Permit - IEPA (Water and Sanitary)	2					2		

STAFF HOURS
Village of Winnetka
Downtown Streetscape Phase 5

Task Sub-Task	Activity	Grand Total	Principal	Project Manager	Senior Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	
4. Lighting and Traffic Signals		Task Total:	64		17		47			
040 Lighting Analysis		Subtotal:	20		5		15			
Site walk to identify existing circuits and removals		4				4				
Voltage Drop Calculations		4		1		3				
Photometric Calculations		12		4		8				
042 Lighting Plans		Subtotal:	44		12		32			
Lighting General Notes and Removal Plan		8		2		6				
Proposed Lighting Plan		16		4		12				
Lighting One Line Diagram		12		4		8				
Lighting Details		8		2		6				
5. Engineering Plans		Task Total:	104		4	34	4	28	25	9
055 Contract Plans		Subtotal:	26			5		7	5	9
Title Sheet (1 sheet)		2						2		
Typical Sections (1 sheet)		5			1		1	3		
Alignment, Ties and Benchmarks (1 sheet)		7			1					6
Index of Sheets/General Notes (1 sheet)		2					2			
Summary of Quantities (1 sheet)		5			1		4			
Plan Assembly - 2 Submittals		4			1					3
Disposition of Comments - 2 Submittals		1			1					
056 Roadway Plans		Subtotal:	42			13		13	16	
Maintenance of Traffic Plan (1 sheets)		4			1		3			
MOT General Notes and Description (1 sheet)		2			2					
MOT Typical Sections (1 sheets)		2			2					
Pavement Marking and Signing Plans (1"=20') (2 sheets)		6					2	4		
Plan and Elevation Sheets (1"=20') (2 sheets)		16			4		4	8		
Removal Sheet/Existing Conditions (1"=20') (2 sheets)		6			2			4		
Utility Plans (1"=20') (2 sheets)		6			2		4			
058 Quantity Calculations		Subtotal:	24		4	4	4	8	4	
Quantities (Roadway)		12			4		4	4		
Quantities (Drainage & Watermain)		6		2			4			
Quantities (Lighting)		6		2		4				
059 Specifications & Estimates		Subtotal:	12			12				
Specifications		8			8					
Estimate of Cost (Pre-final & Final)		4			4					

STAFF HOURS
Village of Winnetka
Downtown Streetscape Phase 5

Task Sub-Task	Activity	Grand Total	Principal	Project Manager	Senior Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician
6. Construction Engineering / Phase III Assis.	Task Total:	2		2					
087 Construction Assistance	Subtotal:	2		2					
Bidding Assistance		2		2					
7. QC/QA	Task Total:	4		2	2				
090 QC/QA	Subtotal:	4		2	2				
Roadway		4		2	2				
8. Project Management & Administration	Task Total:	8	4		4				
100 Project Management & Administration	Subtotal:	8	4		4				
Project Administration		2	2						
Project Management		6	2		4				

EXHIBIT B
TESKA AGREEMENT

TESKA
SCOPE OF SERVICES
DOWNTOWN STREETScape - PHASE 5
VILLAGE OF WINNETKA

SCOPE OF SERVICES | PHASE 5 STREETSCAPE IMPROVEMENTS

Study Area

The study area for the Phase 5 Streetscape generally includes the following areas:

- Elm Street, north side (from Lincoln Ave to Arborvitae St)
- Southwest corner of Lincoln Ave and Elm St
- Northwest corner of Lincoln Ave and Arborvitae St (in partnership with the Park District)

Teska will be responsible for design of surface pavement treatments, site furnishings and landscape plantings. Topographical survey, design for below grade improvements, utility work, curb and roadway work by others.

CONSTRUCTION DOCUMENTS

1. **Topographical Survey and Base Data:** Prior to conducting streetscape design tasks, Teska will obtain topographical survey and base information to be provided by others.
2. **Prepare Streetscape Bid Documents:** Based on roadway and sidewalk geometric plans prepared by Ciorba, Teska will produce streetscape and landscape plan documents at the 50%, 75% and 100% levels.

At the 50% streetscape level, Teska will produce (2) alternative concept designs for Arborvitae Park: one concept will retain the existing park sign; one concept will propose sign relocation. Participate in (2) coordination meetings with the Park District to receive feedback.

The documents will be prepared in AutoCAD format atop Ciorba's base files. The documents will be organized for staff review, Park District discussions, and Village Council presentations as well as construction documents. The streetscape documentation will depict surface streetscape treatments including, but not limited to: sidewalk jointing patterns, decorative unit pavers, site furnishings, and landscape plantings. The streetscape documents will be supported by materials and products catalogue cuts and photographs, outline specifications and cost estimate. Coordination with Ciorba shall be conducted by phone and email. A preliminary sheet layout for Teska's streetscape sheets may include, but is not limited to:

SHEET NUMBERS	DESCRIPTION
L1-L4	Streetscape Enhancements - Hardscape + Site Furnishings Plans / Enlargements
L5-L7	Streetscape Enhancements - Landscape Planting Plans
L8-L10	Details / General Notes
Word format	Specifications
Excel format	Quantities List / Cost Estimate

3. ***Bid Assistance.*** Provide assistance during public bidding phases of the project. Bid assistance may include: review bids; contact bidder references as needed; confirm bids conform to the project documents; and assist the design team with contractor recommendations.

4. ***Construction Document Meetings:*** Participate in meetings to present concept materials and receive feedback. Prepare presentation graphics as needed. Conduct workshop style meetings and sketch ideas with participants towards achieving consensus about the design improvements. Meetings are available as in-person and video conference. The following meetings are anticipated:
 - a. Village Staff meetings (4)
 - b. Park District meetings (2)
 - c. Village Council presentations (2)

1. ***Construction Observation:*** Provide construction phase design assistance as follows:
 - a. *Shop Drawing Review.* Teska will review and stamp shop drawing submittals. 4 submittals are anticipated.
 - b. *Field Reviews and Reports.* Throughout construction, Teska will make site reviews to provide guidance and to address questions in the field. Field reviews will be documented with field reports as required. Field reviews are anticipated to review hardscape layout, furnishings layouts, and plantings layouts. (1) Field review and report is included.
 - c. *Punch List Review and Report.* Teska will make a punch list review and provide a punch list report for all installed items. (1) Punch list review and report is included.

END OF PHASE 5 STREETScape SCOPE



WINNETKA PHASE 5 STREETScape

Project Fees 05/25/22

Study area: Elm Street, north side (Lincoln to Arborvitae); SW corner of Lincoln and Elm; Arborvite Park (in partnership with Park District)

TESKA ASSOCIATES

Principal/PM	Assoc LA	SUBTOTAL
\$160	\$115	

CONSTRUCTION DOCUMENTS

1 REVIEW TOPO SURVEY BASE DATA (BY OTHERS)	0	\$0	4	\$460	\$460
2 CONCEPT DOCUMENTS (50%)					
Prepare 50% streetscape documents (incl 2 concepts for Arborvitae Park)	4	\$640	40	\$4,600	\$5,240
2 75% STREETScape DOCUMENTS					
Prepare 75% streetscape documents - hardscape + furnishings sheets	0	\$0	30	\$3,450	\$3,450
Prepare 75% streetscape documents - landscape sheets	0	\$0	12	\$1,380	\$1,380
Prepare 75% streetscape documents - details sheets	0	\$0	8	\$920	\$920
Prepare 75% streetscape documents - streetscape specifications	2	\$320	4	\$460	\$780
Prepare 75% streetscape documents - streetscape quantities & costs	2	\$320	4	\$460	\$780
3 100% STREETScape DOCUMENTS					
Prepare 100% streetscape documents - hardscape + furnishings sheets	0	\$0	30	\$3,450	\$3,450
Prepare 100% streetscape documents - landscape sheets	0	\$0	12	\$1,380	\$1,380
Prepare 100% streetscape documents - details sheets	0	\$0	4	\$460	\$460
Prepare 100% streetscape documents - streetscape specifications	2	\$320	4	\$460	\$780
Prepare 100% streetscape documents - streetscape quantities & costs	2	\$320	4	\$460	\$780
4 MEETINGS					
Prep / attend Village Staff meetings (4)	8	\$1,280	8	\$920	\$2,200
Prep / attend Park District meetings (2)	6	\$960	6	\$690	\$1,650
Prep / attend Village Council meetings (2)	12	\$1,920	8	\$920	\$2,840
5 BID ASSISTANCE					
Assist with bid review	2	\$320	0	\$0	\$320
6 CONSTRUCTION OBSERVATION					
Review / stamp shop drawings submittals (2 hrs ea @ 4)	2	\$320	8	\$920	\$1,240
Field reviews + reports (4 hrs ea @ 1)	2	\$320	4	\$460	\$780
Punch list review + report (4 hrs ea @ 1)	2	\$320	4	\$460	\$780
SUBTOTAL DESIGN FEES	46	\$7,360	194	\$22,310	\$29,670
REIMBURSABLES					\$150
TOTAL					\$29,820