

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
JUNE 17, 2024
CITY HALL COUNCIL CHAMBERS
700 BROADWAY STREET
6:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Public Participation**
5. **Consent Agenda By Omnibus Vote**

All items under the Consent Agenda are considered to be routine in nature and/or non-controversial and will be approved by one motion. If anyone wishes to have a separate vote on any item, it will be pulled from the Consent Agenda and voted on separately.

- A. Payment of Bills.
- B. Approval of minutes April 23, 2024 Committee of the Whole Meeting, May 6, 2024 Regular City Council Meeting.
- C. Approval of Request from AFSCME Local #2073 to permit the closing of Broadway Street from Kickapoo Street to Ottawa Street on Thursday, June 13, 2023 from 4:30 p.m. until 5:00 p.m. for a walk to Lincoln Junior High School.
- D. Approval of Request from HFF-Hunt for Foundation to close various City Streets on Wednesday, June 19, 2024 From 11:00 a.m. until 8:00 p.m. for the 5th year Juneteenth Celebration.

6. **Ordinances and Resolutions**

7. **Bids**

8. **Reports**

- A. City Treasurer's Report for May, 2024
- B. Annual City Treasures Report for the Lincoln Fireman's Pension Fund for F.Y, 2023-2024.
- C. Annual City Treasures Report for the Lincoln Police Pension Fund for F.Y. 2023-2024.
- D. City Clerks Report for May, 2024
- E. Department Head Reports for May, 2024

9. **New Business/Communications**

- A. Approval of purchase of one (1) New Caterpillar Model D450 GC diesel engine generator in an amount not to exceed \$109,640.00. (Tabled May 20, 2024)
- B. Approval of Request from "Up in Smoke" to permit the closing of various City Streets on Friday, August 23, 2024 at 12:00 p.m. or 5:00 p.m. (as needed) until 1:00 p.m. on Sunday, August 25, 2024 for the "Up in Smoke and Balloons over 66" event and Dock Dogs.
- C. Approval of Contract between Lincoln Community High School and the City of Lincoln Police Department for a School Resource Officer from August, 1 2024 until July 31, 2025.
- D. Approval of the Arc-Flash Study for the Sewer Treatment Plan in an amount not to exceed \$37,812.50.
- E. Approval of the purchase of a new Hustler 943050-60" Mower in an amount not to exceed \$15,832.00.
- F. Approval of the purchase of body cameras and tracking devices for the Lincoln Fire Department in an amount not to exceed \$10,000.00.

10. **Announcements**

11. **Possible Executive Session**

12. **Adjournment**

We welcome the participation of persons with disabilities at all City of Lincoln meetings. If auxiliary aid or service is required for most effective participation and communication, please notify the City Clerk's Office at 217-735-2815 or cityclerk@lincolnil.gov no later than 48 hours prior to the meeting time.

COMMITTEE OF THE WHOLE MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Tuesday, April 23, 2024

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Tracy Welch at 6:25 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

- Aldерwoman Robin McClallen, Ward 1
- Alderman Steve Parrott, Ward 1
- Alderman David Sanders, Ward 2
- Alderman Sam Downs, Ward 2
- Alderman Kevin Bateman, Ward 3
- Aldерwoman Wanda Lee Rohlfs, Ward 3
- Alderman Craig Eimer, Ward 4
- Aldерwoman Rhonda O'Donoghue, Ward 4

Staff Present:

- Peggy Bateman, City Clerk
- Chuck Conzo, City Treasurer
- John Hoblit, City Attorney
- Walt Landers, Streets Superintendent
- Wes Woodhall, Building and Safety Officer
- Ty Johnson, Fire Chief
- Matt Comstock, Deputy Police Chief
- Andrew Bowns, Veolia Water, Project Manager

Absent:

- Joe Meister, Police Chief

Presiding:

- Mayor Tracy Welch

Public Comment:

There is no one present for public comment.

**Oath of Office Fire Department: Ashley Williams – Captain
James Reed – Lieutenant**

Logan County Tourism, Alice Roate – 2024 1st Quarter Report

Hotel/Motel income = \$34,928.18 – down 5% from 2023
2nd Round of a State Grant was received in the amount of \$7,684.00
Digital and Marketing efforts continue and now include larger cities
78 inquires at the Depot, 13 with Route 66 passports
Mill Museum has reopened.

Request to Permit: Lincoln Railsplitter Antique Auto Club – Cars and Coffee.

This item will be placed on the consent agenda.

Request to Permit: Lincoln Park District July 4th Christmas Parade

This item will be placed on the consent agenda.

Spirited Republic Early Open Time Sunday, May 12, 2024

Guzzardos is having a Mother’s Day brunch. Spirited would like to be open at 10am to help with overflow seating and offer drinks.

This item will be placed on the regular agenda

Mayoral Reappointment to Fire & Police Commission

Eric Egnew’s term is expiring. He’d like to do another term.

This item will be placed on the regular agenda.

Mayoral Appointment to the Economic Development Commission.

Alderswoman McClellan stepped down from this Commission about a month ago. Johnnie Tibbs would like to serve on the Commission.

Alderman Eimer said he’d like to be considered for the position. There are only 11 seats on this commission so there will need to be two votes.

Both individuals will be placed on the regular agenda.

Mayoral appointment to the Liquor Commission.

Mayor Welch would like to appoint Tony Zurkammer to the Liquor Commission.

This item will be placed on the regular agenda.

July 4th Fireworks Donation.

A request was received from the Park District. The city has donated in the past.

\$5000 from the Hotel/Motel line will be placed on the regular agenda.

Economic Development Commission Grant Approvals

Structural Improvement Grants

- 1. QWE Inc at 2011 Madigan Dr – entry door replacement = \$7500
- 2. Small Town Creations at 115 S. Kickapoo – replacing 3 windows = \$7500
- 3. Prairie Land Title at 507 Pulaski St – Roof Replacement = \$7500
- 4. Lincoln Community Theatre at 410 Broadway St – Tuck pointing = \$7500
- 5. Scott Mack Infinity Real Estate at 417 Keokuk – roof replacement = \$6840
- 6. Scott Mach Infinity Real Estate at 702-708 Keokuk – roof replacement = \$7500

Façade Grants

- 1. Small Town Creations at 115 S. Kickapoo – tuck pointing & brick repair = \$4150
- 2. ACME 007 LLC at 401 Broadway – tuck pointing & brick repair = \$8500
- 3. Hild Bros Construction LLC at 118 N McLean St – exterior repairs = \$10,000

These items will be placed on the regular agenda.

Funding Agreement between the City of Lincoln and Logan County Regional Planning Commission.

This will be placed on the regular agenda.

Ordinance 4-12 of the Lincoln City Code Titled “Solar Regulations”

This document covers all aspects of Solar within the City of Lincoln.

This item will be placed on the regular agenda.

City Attorney John Hoblit four (4) year contract agreement.

The current contract expires for April 2024. Mr. Hoblit created a new contract and previously shared with the council.

This item will be placed on the regular agenda.

Discussion for the distribution of new Cannabis Agreement.

Aldерwoman O'Donoghue brought a plan to the Council to use the majority of the cannabis tax income to fund the Police and Fire Pensions. She also would like to fund the Lincoln D.A.R.E program with 5-10% of the tax income.

Mr. Hoblit will create a resolution to include 95% to pensions and 5% to D.A.R.E. Of the 95%, 55% will go Fire pension and 45% will go to Police.

This item will be placed on the regular agenda.

Mayor Welch moved on to other items on the agenda.

Announcements:

- Ribbon Cuts: CEO Trade Show on Wednesday at the American Legion, OSF Women's Health Facility on Thursday, Prairie Threads and Beverage Genie on Saturday
- The City has been recognized for the 23rd year as a Tree City USA. There will be a tree planting ceremony on Thursday.
- Electronic Recycling still going on this week at the LMSB.
- Spring Cleanup will by May 18th.

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Eimer motioned to adjourn, seconded by Alderwoman McClallen. All were in favor. Mayor Welch adjourned the meeting at 7:47 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

REGULAR CITY COUNCIL MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Monday, May 6, 2024

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Welch at 6:02pm, with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Steve Parrott, Ward 1
Alderman David Sanders, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderwoman Wanda Lee Rohlfs, Ward 3
Alderman Craig Eimer, Ward 4
Alderwoman Rhonda O'Donoghue, Ward 4

Staff Present:

Peggy Bateman, City Clerk
John Hoblit, City Attorney
Ty Johnson, Fire Chief
Walt Landers, Streets Superintendent
Joe Meister, Police Chief
Chuck Conzo, City Treasurer
Wes Woodhall, Building and Safety Officer
Andrew Bowns, Veolia Water, Project Manager

Absent:

Alderwoman Robin McClallen, Ward 1

Presiding:

Tracy Welch, Mayor

Public Comment:

There was no one present or on the phone for public comment.

Oath of Office: Daniel Carr promotion to Sergeant

Christy Fruge - DARE

Christy shared how the DARE program works and answered questions from the Council.

Consent Agenda by Omnibus Vote:

A. Payment of Bills

B. Approval of minutes for April 1, 2024 Regular City Council Meeting, April 15, 2024 Regular City Council Meeting, April 15, 2024 Special Committee of the Whole Meeting, April 23, 2024 Public Hearing – Budget Meeting, April 23, 2024 Special Voting Meeting.

C. Approval of Request from the Logan Railsplitter Antique Car Club to permit the closing of the 100 Block of South Kickapoo Street on Saturday, May 25, 2024, Saturday, June 22, 2024,

Saturday, July 27, 2024m Saturday, August 31, 2024, and September 28, 2024, from 8am until 11am for the “Cars and Coffee Meetings”

D. Approval of Request from the Lincoln Park District to permit the closing of various City Streets on Thursday, July 4, 2024 from 9am until 11am for the Fourth of July Childrens Parade

E. Approval of Request from Spirited Republic to permit the opening time to be 10am (One-hour early) on Sunday, May 12, 2024.

Alderswoman O’Donoghue made the motion to approve, Alderman Sanders seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderswoman Rhonda O’Donoghue, Alderswoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderman Craig Eimer, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (1) Alderswoman Robin McClallen

Mayor Welch moved to other items on the agenda.

Ordinances and Resolutions:

A. Ordinance 4-12 of the Lincoln City code titled “Solar Regulations”

Alderman Bateman made the motion to approve, Alderman Downs seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderswoman Wanda Lee Rohlfs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderswoman Rhonda O’Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (1) Alderswoman Robin McClallen

B. Resolution to Allocate Cannabis Sales tax.

Alderswoman O’Donoghue made the motion to approve, Alderman Parrott seconded. Mayor Welch called for discussion.

Alderman Bateman made an amendment to allocate 90% to Police and Fire pensions and 10% to the Lincoln Dare program, Alderswoman O’Donoghue seconded.

Alderman Downs, Eimer and City Clerk Conzo feels the allocation should be 95/5 due to being so behind on the pensions.

There being no other discussion, City Clerk Bateman called roll on the amendment.

Yeas: (4) Alderswoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderswoman Rhonda O’Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (3) Alderman Steve Parrott, Alderman Sam Downs, Alderman Craig Eimer

Absent: (1) Alderswoman Robin McClallen

City Clerk Bateman called roll on the item as amended.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (1) Alderwoman Robin McClallen

Mayor Welch moved to other items on the agenda.

New Business/Communications:

A. Approval of the Mayoral re-appointment of Eric Egnew to the Fire and Police Commission for a three-year term.

Alderwoman O'Donoghue made the motion to approve, Alderwoman Rohlfs seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (1) Alderwoman Robin McClallen

B. Approval of the Mayoral appointment of Jonette "Jonie" Tibbs to the Economic Development Commission.

Alderwoman Rohlfs made the motion to approve, Alderman Parrott seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (6) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (1) Alderman Craig Eimer

Abstain: (0)

Absent: (1) Alderwoman Robin McClallen

C. Approval of the Mayoral appointment of Craig Eimer to the Economic Development Commission.

Alderman Bateman made the motion to approve, Alderman Sanders seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (2) Alderman Steve Parrott, Alderman Craig Eimer,

Nays: (5) Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Abstain: (0)

Absent: (1) Alderwoman Robin McClallen

D. Approval of the Mayoral appointment of Tony Zurkammer to the Liquor Commission.

Alderwoman O'Donoghue made the motion to approve, Alderwoman Rohlfs seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (6) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (1) Alderman Craig Eimer

Abstain: (0)

Absent: (1) Alderwoman Robin McClallen

E. Approval of the donation of \$5000.00 to the Lincoln Park District for the July 4, 2024 Fireworks Display.

Alderman Parrott made the motion to approve, Alderman Downs seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (1) Alderwoman Robin McClallen

F. Approval of Economic Development Grant to QWE, Inc. Greg Patel at 201 Madigan Dr. for entry door replacement in an amount not to exceed \$7500.00.

Alderman Downs made the motion to approve, Alderman Parrott seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (1) Alderwoman Robin McClallen

G. Approval of Economic Development Grant to Small Town Creations at 115 S. Kickapoo Street for three (3) replacement windows in an amount not to exceed \$7450.00.

Alderwoman O'Donoghue made the motion to approve, Alderman Sanders seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (1) Alderwoman Robin McClallen

H. Approval of Economic Development Grant to Prairie Land Title Company Inc at 507 Pulaski Street for roof replacement in an amount not to exceed \$7500.00.

Alderwoman Rohlfs made the motion to approve, Alderwoman O'Donoghue seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (1) Alderwoman Robin McClallen

I. Approval of Economic Development Grant to Lincoln Community Theatre at 410 Broadway Street for tuck pointing in an amount not to exceed \$7500.00.

Alderwoman Rohlfs made the motion to approve, Alderwoman O'Donoghue seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlf, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders
Nays: (0)
Abstain: (0)
Absent: (1) Alderwoman Robin McClallen

J. Approval of Economic Development Grant to Scott Mack & Infiniti Real Estate LLC at 714 Keokuk Street for roof replacement in an amount not to exceed \$6840.00

Alderman Downs made the motion to approve, Alderman Sanders seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlf, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders
Nays: (0)
Abstain: (0)
Absent: (1) Alderwoman Robin McClallen

K. Approval of Economic Development Grant to Scott Mack & Infiniti Real Estate LLC at 702-708 Keokuk Street for roof replacement in an amount not to exceed \$7500.00.

Alderwoman O'Donoghue made the motion to approve, Alderman Sanders seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlf, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders
Nays: (0)
Abstain: (0)
Absent: (1) Alderwoman Robin McClallen

L. Approval of Façade Grant to Small Town Creations at 115 S. Kickapoo Street for tuck pointing & Brick Repair in an amount not to exceed \$4150.00.

Alderman Sanders made the motion to approve, Alderman Downs seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlf, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders
Nays: (0)
Abstain: (0)
Absent: (1) Alderwoman Robin McClallen

M. Approval of Façade Grant to ACME 007 LLC at 401 Broadway Street for tuck pointing & brick repair in an amount not to exceed \$8500.00.

Alderman Downs made the motion to approve, Alderman Parrott seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (6) Alderman Steve Parrott, Alderman Sam Downs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders
Nays: (1) Alderwoman Wanda Lee Rohlf
Abstain: (0)
Absent: (1) Alderwoman Robin McClallen

N. Approval of Façade Grant to Hild Brother's Construction & Remodeling LLC at 118 N. McLean Street for exterior repairs. Window & door replacement in an amount not to exceed \$10,000.00
Alderman O'Donoghue made the motion to approve, Alderman Sanders seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderman Wanda Lee Rohlfs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderman Rhonda O'Donoghue, Alderman David Sanders
Nays: (0)
Abstain: (0)
Absent: (1) Alderman Robin McClallen

O. Approval of funding agreement between the City of Lincoln and the Logan County Regional Planning FY 2024/2025.

Mayor Welch wanted to bring up that there is a clause at the bottom of this agreement that this agreement will renew automatically unless written notice of cancelation is given in writing 30 days prior to the end of the agreement.

Alderman O'Donoghue made the motion to approve, Alderman Bateman seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderman Wanda Lee Rohlfs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderman Rhonda O'Donoghue, Alderman David Sanders
Nays: (0)
Abstain: (0)
Absent: (1) Alderman Robin McClallen

P. Approval of Contract for Legal Services between John Hoblit, Esq and the City of Lincoln for a period of four (4) years.

Alderman Sanders made the motion to approve, Alderman Downs seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderman Wanda Lee Rohlfs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderman Rhonda O'Donoghue, Alderman David Sanders
Nays: (0)
Abstain: (0)
Absent: (1) Alderman Robin McClallen

Announcements:

- Alderman Bateman brought up that there is a need of tuck pointing and brick repair for City Hall.
- Alderman Parrott asked and received updates on the City Hall Roof and the Juvenile Justice property
- Humane Society fundraiser breakfast at American Legion
- Update on Logan CC: The recommendation from COGFA is to close the Logan CC facility and move it to Stateville. The COGFA group is required by law to have a public hearing, that date has not been set yet. There will be an online town hall meeting on Facebook on May 15 at 6:30pm. You can buy a Save Logan sign for \$10 at Lincoln Printers. The current plan will be to keep Logan operational for 3-5 years until a new facility is built in Stateville.
- Mayor Welch thanked everyone for their work that were involved with the parks.

- Update on Mural: The painter is having some health problems so it is going a little slower but he is making progress.
 - Alderman Parrott and Alice Roate is meeting with the Route 66 centennial group tomorrow.
 - The courthouse beams will be coming down soon.
 - 3rd Friday is on May 17th
-

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Downs motioned to adjourn, seconded by Alderman Parrott. Mayor Welch adjourned the meeting at 7:25 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

REQUEST TO PERMIT EVENT WITH STREET CLOSURE

Must Have Council Approval

JUN 03 2024

Date(s) of Event: 6/13/24

A copy of this form must be available at the Event!

RECEIVED

Please describe below your request for use of City Property.

Description of Event (including participating merchants, vendors, exhibitors, and units, etc.)

Rally at court house lawn at 4:00 pm
March to Lincoln Jr. High School at 4:30 pm

Location of Event Property: (Address Utilized Space) Court House Lawn

Items occupying street space utilized: _____

Date(s) and time(s) for usage of Property: 6/13/24 4:00 pm to 4:30 pm

Are licenses needed, if yes, please attach. YES NO

Street Closures and Parking Street(s) will be closed (Please attach map or sketch of all closures.)

If closed, which streets and blocks? Broadway from Kickapoo to
Lincoln Junior High at Octawa Street.

Closed from 430 a.m./p.m. until 500 a.m./p.m. (circle a.m. or p.m.)

If different times on different days, please specify. _____

Does this street normally have access to a permitted parking lot? Specify, _____

Certificate of Insurance Liability for event must be attached to request before approval.

Business/Organization/Sponsor Name: AFSCME local 2073

Contact Name: Kenneth Johnson Email: _____

Address: 107 N. Main St Middletown Signature: [Signature]

Phone: Business: 217-735-5581 Cell: 217-737-2388 *

APPROVED: (signatures)

Police Department: [Signature]

Fire Department: [Signature]

Street Department: [Signature]

Mayor: [Signature]

Vote: Council Approval ___ Years ___ Nays

Date: _____

As soon as all signatures are obtained, you will be contacted at the phone number you provided.

If your special event will be held more than once during this year with the same location and arrangements, you may use the same application with a change in dates.

REQUEST TO PERMIT EVENT WITH STREET CLOSURE

Must Have Council Approval

MAY 29 2024

Date(s) of Event: 6/19/24

A copy of this form must be available at the Event!

RECEIVED

Please describe below your request for use of City Property.

Description of Event (including participating merchants, vendors, exhibitors, and units, etc.)

Hunt For Foundation 5th Year Juneteenth Celebration.
This family friendly event will share cultural and have
activities for all ages.

Location of Event Property: (Address Utilized Space) 799 Pekin Street

Items occupying street space utilized: Stage, Gaming Mobile Unit, Vendors, Food Trucks etc.

Date(s) and time(s) for usage of Property: 11:00 am - 8:00 pm on 6/19/24

Are licenses needed, if yes, please attach. YES NO

Street Closures and Parking Street(s) will be closed (Please attach map or sketch of all closures.)

If closed, which streets and blocks? Parking Spots Only on Kickapoo@Park Close, Pekin from

Kickapoo to McLean, McLean from Pekin to Latham Place

Closed from 11:00 a.m./p.m. until 8:00 a.m./p.m. (circle a.m. or p.m.)

If different times on different days, please specify. n/a

Does this street normally have access to a permitted parking lot? Specify, n/a - not that we are aware of

Certificate of Insurance Liability for event must be attached to request before approval.

Business/Organization/Sponsor Name: HFF - Hunt For Foundation

Contact Name: Judith Hunt Glenn Email: jhuntglenn@gmail.com

Address: 112 Keokuk Street, Lincoln IL Signature: Judith Hunt Glenn

Phone: Business: 443-224-3990 Cell: 443-224-3884

APPROVED: (signatures)

Police Department: [Signature]

Mayor: [Signature]

Fire Department: [Signature]

Vote: Council Approval ___ Years ___ Nays

Street Department: [Signature]

Date: _____

As soon as all signatures are obtained, you will be contacted at the phone number you provided.

If your special event will be held more than once during this year with the same location and arrangements, you may use the same application with a change in dates.

Library

Pekin Street

Closed

Closed

Closed

McLean

Closed

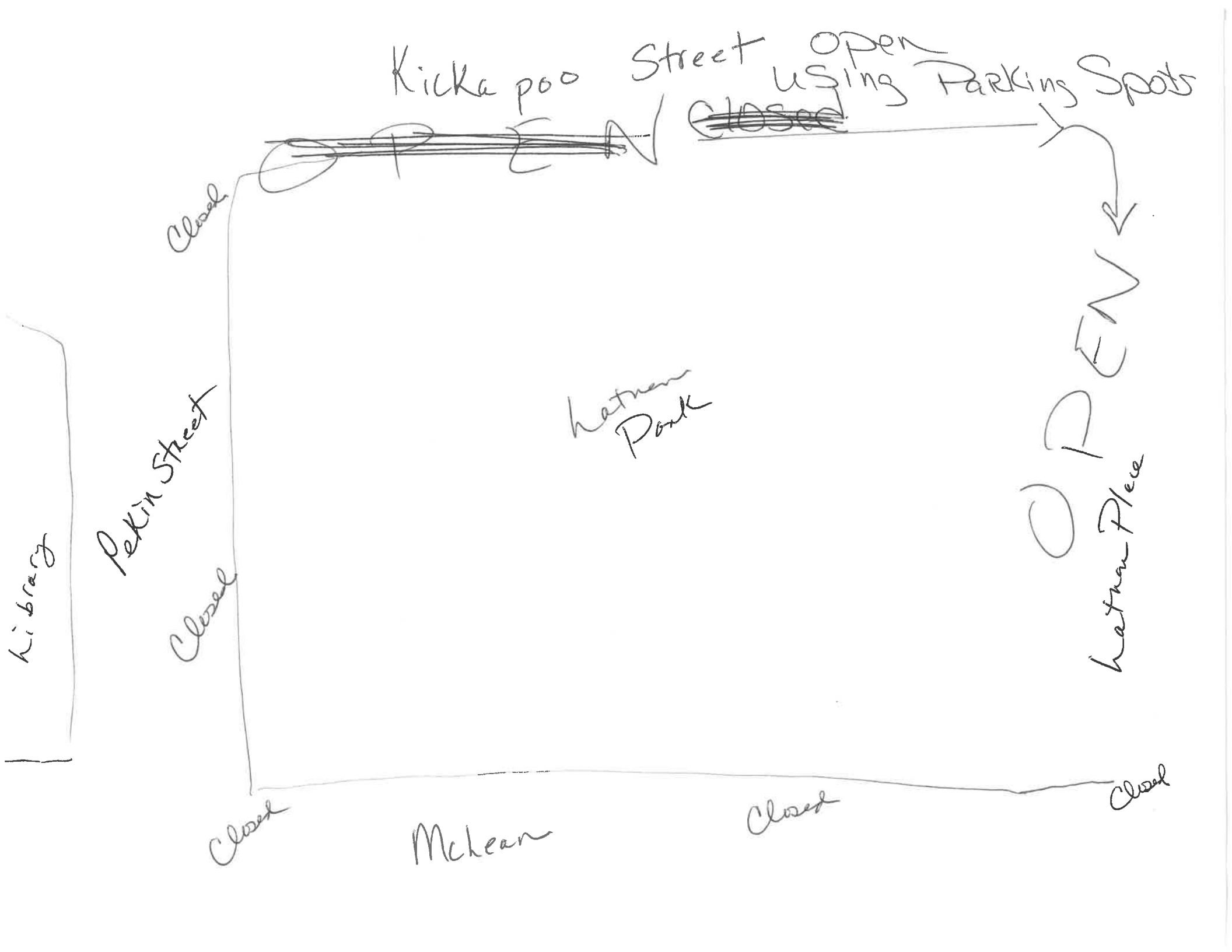
Closed

Kickapoo Street ~~Closed~~ Open using Parking Spots

Katman Park

OPEN

Katman Place





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2024

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 Country Financial, Brokerage 1705 N. Towanda Avenue Bloomington Illinois 61701	CONTACT NAME: Angela Murphy	
	PHONE (A/C, No, Ext): 866-434-3458	FAX (A/C, No): 866-236-6303
	E-MAIL ADDRESS: brokerage@countryfinancial.com	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Markel Insurance Company	NAIC # 38970
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: W02723653** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Host Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		M1RPG000000280200	06/19/2024 12:01 AM EDT	06/21/2024 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY BODILY INJURY TO PARTICIPANTS COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PRIMARY MEDICAL EXCESS MEDICAL
	<input type="checkbox"/> MEDICAL PAYMENTS FOR PARTICIPANTS						

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

Event Name: Juneteenth; Event Date: 06/19/2024 to 06/20/2024; # of attendees: 500

Event Location: 799 Pekin Street, Lincoln, Illinois 62656

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER

City of Lincoln
700 Broadway Street
Lincoln, IL 62656
(Owner/Lessor of Premises)

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

Scott Paulsen

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>City of Lincoln 700 Broadway Street Lincoln, IL 62656</p> <p>Named Insured: Hunt For Foundation DBA: Juneteenth</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY



CITY OF LINCOLN, ILLINOIS

700 Broadway St., P.O. Box 509, Lincoln, IL 62656

Named for and Chistened by Abraham Lincoln, 1853—Incorporated February 16, 1865
CITY COUNCIL MEETS FIRST AND THIRD MONDAY NIGHTS EACH MONTH

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns, Wastewater Project Manager

Meeting Date: May 14, 2024

RE: Blower Building Caterpillar Generator Repair

Background

The Sewer plant recently had its annual service and inspection completed on the generators at the sewer plant. The generator at the blower building was found to have a failing bearing that has caused the generator to not produce power when needed.

Analysis/Discussion:

Altorfer Cat performed the annual maintenance on the generators at the site last week. During this inspection and service the blower building generator was found to have a failing bearing causing the generator to not be able to produce power when needed. This generator is a critical piece of infrastructure for the plant. This generator failure will not cause backups within the system, but could affect adequate treatment of the wastewater in a prolonged utility power outage.

Fiscal Impact:

The repair was not budgeted for this year. It will require the cancellation of a planned purchase. The repair estimate of \$46,427.40 will be accommodated within the line item "50-7200-7860 Capital Expense - Equipment"

COW Recommendation:

Place "Blower Building Caterpillar Generator Repair" on the May 20th voting session in an amount not to exceed \$51,070.14.

Council Recommendation:

Approve "Blower Building Caterpillar Generator Repair" in an amount not to exceed \$51,070.14.

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN McCLALLEN

SECOND WARD
DAVID SANDERS
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
WANDA ROHLFS

FOURTH WARD
RHONDA O'DONOGHUE
CRAIG EIMER

Tabeled Slaplapay



LINCOLN WWTP
 150 W KICKAPOO ST
 LINCOLN IL 62656

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	WORK ORDER NO.
317351	ANDREW BOWNS	217 732 4030		
QUOTE NO.	OPP NO.	DATE	Email	
130274	0	5/8/2024		
MAKE	MODEL	SERIAL NO.	UNIT NO.	hours
AA	3456 PKG	OCCB00683		
NOTES				
REBUILD GENERATOR				

SEGMENT: 01 REPAIR GENERATOR (1404)
 NOTES:

Parts

Total Parts: 0.00

Labor

Total Labor: 17,100.00

Misc

Description	Ext Price
MILEAGE	2,230.20
GENERATOR REBUILD	27,097.20
Total Misc:	29,327.40

Segment 01 Total: 46,427.40

Total Segments: 46,427.40

TOTAL ESTIMATE (BEFORE TAXES) 46,427.40

NOTES:

- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Sales Taxes where applicable are not included with the above prices.
- Ask about Cat Financial Payment options.
- Caterpillar REMAN parts will be utilized, where applicable.
- Above pricing assumes all REMAN cores will meet Caterpillar Full Core Credit criteria. If cores do not meet the Caterpillar Full Core Credit criteria, additional charges will apply.
- Any additional repairs found during disassembly or testing will be quoted at that time.
- If parts needed on emergency order basis, extra order processing fee and expedited shipping cost may apply.

ESTIMATED REPAIR TIME: _____ *from start date*
"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, **Authorized Name** _____ *Please Print.*

Date ____ / ____ / ____ . _____
Signature

Any Questions? Please Call Shawn Glaser at 309-427-1234 ext 4392
(fax: 309-694-4851 - email: s.glaser@altorfer.com).



SL2_CSA_Inspection_4-0

PM Checklist

5 1 26 4

Inspection Number	17247436	Unit No	317351
Serial Number	CCB00683	Customer Name	LINCOLN WWTP
Make	CATERPILLAR	Customer Phone	217 732 4030
Model	3456	Work Order	BD65740
Equipment Family	GEN	Completed On	5/8/2024 11:58:32 AM
SMU	5086 Hours	Inspector	Nathan Primm
Location	150 W KICKAPOO ST., LINCOLN IL	PDF Downloaded On	5/8/2024
Coordinates	0, 0, 0		
Technician	<i>[Signature]</i>		

General Info & Comments

General info/Comments

Customer Interview & Site Notification

- 1.1 1. Is the unit Serial Number correct?** YES
- 1.2 2. Interview the operator and list any known issues.** PERFORMED
- 1.3 3. Notify customer and on-site personnel that you are about to disable the genset. (Record the name(s) of person(s) you contacted.)** YES
 Comments: Andrew Bowns
- 1.4 4. Place the genset control in Off/Reset and ensure unit is in safe work mode.** YES

Non-Running Checks

- 2.1 1. Change Engine oil & filter(s)** NORMAL



- 2.2 2. Change Fuel Filters

YES



- 2.3 3. Check the fluid level for all compartments

NORMAL

- 2.4 4. Verify operation of the fuel level gauge and record fuel level

YES

! Comments: 1/2 tank

- 2.5 5. Are Jacket Water Heater(s) Functioning? Observe and Record Jacket Water Temperature. (Ref Help As Needed)

NORMAL

Comments: 111 degrees

- 2.6 6. Pull fuel sample for visual inspection and photo document for the report

YES

Comments: Fuel sample taken

- 2.7 7. Confirm The Generator Winding Heater(s) Are Functioning

N/A

- 2.8 8. Check battery condition. Record or photo document date code and in-service date.

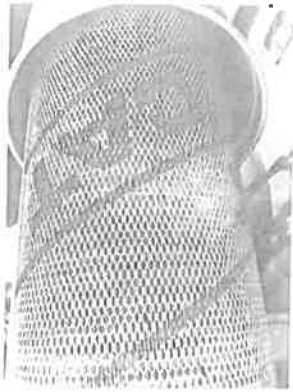
FAIR

Comments: 3 years old 7/21

- 2.9 9. Check Battery Charger. Adjust the float rate to match battery ____ type. Record the float rate. (See help file as needed.) NORMAL

: Comments: 26v
 - 2.10 10. Battery load test (with load test values) PASS
 - 2.11 11. Check condition of the radiator NORMAL
 - 2.12 12. Inspect Drive Belts ACTION

Comments: All belts are getting cracked
-
- 2.13 13. Inspect all Coolant Hoses and Clamps NORMAL
 - 2.14 14. Inspect Fuel Supply and Return Lines NORMAL
 - 2.15 15. Turbocharger Visual Inspection (Reference help text as needed) NORMAL
 - 2.16 16. Check All Air Intake Piping for Damage and Loose Connections NORMAL
 - 2.17 17. Inspect Air Filter & Air Filter Restriction Indicator (Reference help text for guidelines.) NORMAL



- **2.18 18. Remove generator covers and inspect wiring, wiring connections, & generator bearing (Reference help as needed.)** *NORMAL*

Running Checks

- **3.1 1. Record cranking voltage. Record cranking time to start. (Reference help as needed.)** *NORMAL*

| Comments: 21v

- **3.2 2. Gas unit: Measure and record magnetic pickup cranking & running voltage** *N/A*

3.3 3. Start & run unit to bring it up to operating temperature. Record the coolant temp. (Reference help as needed.)

- **3.4 4. Check the function of the battery charging alternator and note any issues. (Ref help file as needed.)** *NORMAL*

| Comments: 26v alternator
| 26v charger

3.5 5. Record engine oil pressure at operating temperature. (Refer to SIS WEB for normal pressure ranges.)

- **3.6 6. SOS Sample Engine Oil-Live (Ref Help File As Needed)** *YES*

- **3.7 7. Coolant SOS Sample - Level II** *YES*

- **3.8 8. Record generator voltage and frequency at operating temperature.** *ACTION*

| Comments: No voltage

- **3.9 9. Test Safeties-SL CSA-4-0 (Ref Help As Needed)** *N/A*

3.10 10. Visual Inspection of Automatic Transfer Switch (ATS) (Reference Help) NORMAL

3.11 11. Was unit ran under load at the end of the service? A
Comments: No voltage

Inspection Completion

4.1 1. Reset Service Maintenance Interval (EMCP 3 & EMCP 4 Panels) (Ref Help As Needed) N/A

4.2 2. Wipe Down Unit - Try To Leave Unit Cleaner Than You Found It. YES

4.3 3. Dispose of Used Parts and Fluids In Accordance With Current EPA Regulation YES

4.4 4. Put unit back in auto-start mode (Reference Help For Specifics) NO
Comments: Not operating correct

4.5 5. Notify customer and on-site personnel that the unit is back in service. (List Name(s) Of Person(s) Contacted) NO
Comments: Not in service



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BUDGET PROPOSAL

Date: 5/10/2024

Customer: Lincoln WWTP
Attention: Andrew Bowns
Project Name: New Generator

Altorfer Power Systems appreciates your interest in Caterpillar power generation equipment and the opportunity to work with you on this project. This proposal includes Caterpillar generator sets as rated below at 0.8 power factor suitable for standby use. This system includes the standard accessories provided by Caterpillar with optional peripheral equipment and services as identified in this proposal through our interpretation of the project requirements.

Top-level equipment and services offerings provided under this proposal:

ITEM I

One (1) new Caterpillar model D450 GC diesel engine generator set rated at 450 kW standby, 277/480Volt, 3-Phase, 60 Hz, 1800 RPM, with sound attenuated enclosure, 969-gallon fuel tank base, equipped per attached bill of materials. Five-year standard warranty, testing, startup, and training included.

ITEM II

One (1) new Caterpillar model D500 GC diesel engine generator set rated at 500 kW standby, 277/480Volt, 3-Phase, 60 Hz, 1800 RPM, with sound attenuated enclosure, 969-gallon fuel tank base, equipped per attached bill of materials. Five-year standard warranty, testing, startup, and training included.

*** In stock – Delivery as early as mid-August 2024 – Availability subject to prior sale ***

Additionally, we have detailed the equipment configuration and services relative to our understanding of these requirements in the body of this document. Please check it for correctness and completeness to be certain that it meets your needs. Please contact us for any clarifications or refinements that may be necessary to meet the scope of the project, as you understand it.

At the conclusion of this proposal, you will find the quoted price and additional commercial related information regarding the terms of this agreement. Thank you for considering Altorfer Power Systems and the opportunity to provide your equipment and service needs. We are firmly committed to providing the best possible support and service during the life cycle of this project.

Sincerely,

Nicholas A. Dunham

Nicholas A. Dunham
Power Sales Group
Altorfer / Caterpillar

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Standard Equipment Caterpillar

FACTORY TESTING AT 0.8 PF

- ✓ Results at full load reported are: engine rpm, frequency, average voltage, line-to-line voltages for all three phases, average current, line currents for all three phases, and observed power—all at 0.8 power factor. Engine rpm, average voltage and line-to-line voltages for all three phases are reported at no load.

AIR INLET SYSTEM

- ✓ Air cleaner

ENGINE

- ✓ Emission control engine
- ✓ Structural steel base
- ✓ Oil and fuel filter system
- ✓ Critical type silencer system

GENERATOR

- ✓ Caterpillar 450kW generator, standby rated, engine mounted and tested at the Caterpillar factory, Class H Insulation, optimal pitch
- ✓ 0.8 Power Factor
- ✓ Voltage Regulator
- ✓ Main Breaker – 800 Amps

SUBBASE FUEL TANK

- ✓ UL 142 Listed
- ✓ Conduit Access Stub Up Area
- ✓ Level Indicator, Low Fuel Level Alarm Switch, Fuel in Rupture Basin

ENCLOSURE

- ✓ Sound attenuated - Durable weather-resistant finish
- ✓ Exhaust silencing system includes exhaust pipe and rain cap.
- ✓ Internally mounted critical grade silencer
- ✓ Robust/highly corrosion resistant construction
- ✓ Steel Construction
- ✓ Lockable, gasketed doors provide secure access to maintenance items (battery, fuel fill, oil, and coolant)
- ✓ Lube oil and coolant drains piped to exterior of enclosure and terminated with drain valves
- ✓ Radiator guard

LUBE SYSTEM

- ✓ Lubricating oil, Oil filter, Oil drain line with valve piped to edge of base

MOUNTING SYSTEM

- ✓ Formed steel base
- ✓ Linear vibration isolators between base and engine-generator

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STARTING SYSTEM

- ✓ Battery, Battery Charger, Jacket water heater, Charging alternator

DIGITAL CONTROL PANEL

Instrumentation

- ✓ LCD display with adjustable contrast and backlight with auto power off
- ✓ AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAR (total & per phase); Power Factor (overall & per phase); kW hours; kVAR hours
- ✓ DC metering: Battery Volts; Engine hours run; Engine Jacket Water Temperature (in °C or °F); Lube oil pressure (in psi, kPa or bar); Engine speed (rpm); Crank attempt counter; Start counter

Protection

- ✓ Fail to start shutdown, Low oil pressure shutdown, High engine temperature, Approaching high coolant temperature alarm, Approaching low oil pressure alarm, Not in auto mode alarm, Underspeed/Overspeed, Loss of engine speed detection, Low/High battery voltage, Battery charger failure (if fitted), Under volts, over volts, Under frequency, over frequency, Overcurrent

Controls

- ✓ Run key and LED indicator, Auto key and LED indicator, Stop key and LED indicator
- ✓ Lamp test key, Alarm acknowledge key, Menu navigation keys
- ✓ Engine and AC metering shortcut keys, All control module keys have tactile feedback
- ✓ Lock down emergency stop push button. Service interval counter.

Remote Annunciator (shipped loose) – Qty 1

- ✓ Each Annunciator includes sixteen (16) LED's for annunciation of alarm conditions and system status.
- ✓ Includes Alarm Hom and Alarm Acknowledge pushbuttons.
- ✓ Meets NFPA 99/110 requirements for remote annunciation on Emergency Standby Generator Systems.
- ✓ Label cards are provided next to each set of LED by to indicate various alarms and events.
- ✓ Designed and Tested to meet stringent Impulse Shock and Operating Vibration requirements

GOVERNING SYSTEM

- ✓ Cat Electronic Isochronous Governor. The engine governor shall be an electronic speed control with actuator. Speed droop shall be 0 (isochronous) from no load to full rated load. Steady state frequency regulation shall be +/- 0.25%. Speed shall be sensed by a magnetic pickup off the engine flywheel ring gear.

GENERAL GENERATOR SET NOTES:

- ✓ First fill lubricating oil
- ✓ First fill coolant, installed

TECHNICAL FIELD SERVICE TO INCLUDE:

Technical Field Service to Include:

Note: Field Services do not include initial fuel fill or replenishment, videotaping, sound measurements, or city permits for load testing on site.

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INSTALLATION AUDIT:

A pre-start audit is available when time and circumstances permit, to be performed by Altorfer Power Systems Project Manager prior to dispatching our field service technician to perform the equipment startup; to review the site work that has been completed. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additionally, our local project managers are available for consult during the entire life of the project.

EQUIPMENT STARTUP:

Time allowed for 1 (one) factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additional personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

LOAD BANK TESTING

On-site load bank test utilizing a resistive load bank. Time allowed for 1 (one) factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. Altorfer Power Systems will provide a portable load bank (sized to the generator rating) and 100 feet of power cable. Cable runs greater than 100 (one hundred) feet will be billed at prevailing rates. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additional personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

TRAINING:

The appropriate Altorfer personnel are available to provide a basic/up to one (1) hour training on site on the same trip during the unit has been started up. If more time is required, or additional sessions are required, arrangements can be negotiated.

WARRANTY:

Caterpillar warranty applies unless extended service coverage is purchased. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Altorfer will administer all warranty claims during the appropriate warranty period. All other manufacturers warranty is for components only. Labor associated with these claims will be charged accordingly. Copy of warranty statements will be provided at project submittal.

CUSTOMER VALUE AGREEMENT OFFER:

Caterpillar equipment is designed and built to provide maximum productivity and operating economy throughout its operating life. Customer Value Agreements (CVA) are high-efficiency tools for managing your Caterpillar equipment to maintain that built-in value and achieve high reliability. CVA's provide access to trained CAT experts with exceptional knowledge about your CAT equipment. Building the right CVA always begins with a careful assessment of your needs and ends with an agreement that provides you with the lowest possible operating cost. The best time to do this is at the beginning of the equipment's service life considered directly after startup and commissioning testing. Altorfer CAT will assess your equipment in its final installed configuration and work with you to create a CVA that best suits your needs at that time. A review of risk mitigation tools, such as extended warranty, training, inspections, load bank testing, fuel/oil/coolant fluids analysis, and remote asset monitoring is also included in this assessment.

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AVAILABILITY:

Determined after approved release. Equipment submittal time is to be negotiated.

FINANCIAL TERMS:

Net cash 30 days upon receipt of invoice, with credit approval. Equipment will be invoiced at the contracted amount when ready for shipment. Retainers are not allowed unless previously negotiated and are identified in this proposal. Late charges of 1-1/2% per month will be assessed for late payments and customer will also be responsible for any collection costs and expenses, including reasonable attorney's fees. Equipment storage fees may apply when delivery is not accepted when ready for shipment. Sales tax is **NOT** included in the purchase price and will be charged at the current tax rate, if applicable.

ADDITIONAL TERMS AND CONDITIONS:

The scope of supply for this quotation is limited to the equipment and services listed in this proposal. The bill of material herein does not include demolition, removal, terminations, installation, labor, fuel, fuel piping, air ducting, exhaust silencer installation, exhaust piping or electrical wiring between loose items such as engine, control gear, transfer switches, day tanks, battery charger, etc. Coordination studies & relay settings & relay testing services are not included. Permitting not included. The customer is responsible for any and all installation of the above Equipment unless specifically modified by this proposal. All equipment needed to perform any loading or unloading of the Equipment supplied by Altorfer Power Systems is the responsibility of the customer unless specifically modified by this proposal. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We reserve the right to correct any errors or omissions. Customer's signature on this quotation or the issuance of a purchase order or other acknowledgement by customer for the Equipment shall constitute acceptance of this quotation subject only to the terms and conditions set forth herein notwithstanding any terms and conditions contained in any such purchase order or other acknowledgment or communication from the customer which are different from or in addition to the terms and conditions of this quotation. This quotation is subject to any applicable manufacturer's general terms and conditions of sale. Changes to the terms of this quotation may only be made by the express written agreement of Altorfer Power Systems. Altorfer Power Systems shall not be responsible for any consequential, special, indirect or liquidated damages hereunder or for any manufacturer or other delays beyond Altorfer's control. Altorfer Power Systems will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by Altorfer Power Systems. This quotation expires in 30 calendar days or sooner with notice and is subject to prior sale. The prices stated herein are subject to any manufacturer increases if the order is not released for manufacture within 90 calendar days from order date or, if drawings for approval are required, the drawings are not returned and released for manufacture within 30 calendar days of mailing date. For any completed order, scheduled for shipment, that is held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, ship to storage, invoice, and transfer title, all at the sole cost and risk of loss of the Buyer. Buyer may terminate or cancel an order by written notice and upon payment of appropriate charges based upon a percentage of the quoted sales price at the stage of completion: 10% hold for approval status and 100% after release for manufacture status.

EXCEPTIONS & CLARIFICATIONS:

Quotation is based on generator specification and ATS specifications and drawings provided dated only. If actual job site conditions/local codes require a change in BOM, all such changes will be quoted and billed accordingly.

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Total price for these product and services:

ITEM I

One (1) new Caterpillar model D450 GC diesel engine generator set rated at 450 kW standby, 277/480Volt, 3-Phase, 60 Hz, 1800 RPM, with sound attenuated enclosure, 969-gallon fuel tank base, equipped per attached bill of materials. Five-year standard warranty, testing, startup, and training included.

Budgetary Cost \$109,640.00, (Plus tax) FOB: Jobsite Tailgate

ITEM II

One (1) new Caterpillar model D500 GC diesel engine generator set rated at 500 kW standby, 277/480Volt, 3-Phase, 60 Hz, 1800 RPM, with sound attenuated enclosure, 969-gallon fuel tank base, equipped per attached bill of materials. Five-year standard warranty, testing, startup, and training included.

Total Cost \$157,420.00 (Plus tax) FOB: Jobsite Tailgate

*** In stock – Delivery as early as mid-August 2024 – Availability subject to prior sale ***

2024 Supply Chain Volatility Note - Altorfer Power Systems continuously strives to reduce costs and optimize productivity whenever possible. Unfortunately, the current volatility of the supply chain has necessitated a price review process that will take place at the time we receive a "release for production" for this project. We will review the cost basis that was used at the time of quotation and if we find our inputs have increased, we will issue a revised proposal before accepting your "release for production".

ACCEPTANCE:

ALTORFER POWER SYSTEMS

(Customer Signature)

Nicholas A. Dunham

Phone: 217.640.0683

DATE: _____

Email: nick.dunham@altorfer.com

Should you have any questions or comments on this matter, please do not hesitate to contact us. This information is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. No waiver of applicable privilege and/or protection against disclosure is intended. If you are not the intended recipient, you are hereby notified that any use of, dissemination, distribution or copy of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by telephone so that we can arrange return of the original message to us at no cost to you. Once equipment is delivered and installed, service requires two weeks' notice to schedule startup and load bank testing.

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TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY



CITY OF LINCOLN, ILLINOIS

700 Broadway St., P.O. Box 509, Lincoln, IL 62656

Named for and Christened by Abraham Lincoln, 1853—Incorporated February 16, 1865
CITY COUNCIL MEETS FIRST AND THIRD MONDAY NIGHTS EACH MONTH

To: Mayor and Aldermen of the City of Lincoln

REVISED MEMO FOR TABLED ITEM

From: Andrew Bowns, Wastewater Project Manager

Meeting Date: May 14, 2024

RE: Blower Building Generator Purchase and Installation

Background

The Sewer plant recently had its annual service and inspection completed on the generators at the sewer plant. The generator at the blower building was found to have a failing bearing that has caused the generator to not produce power when needed.

Analysis/Discussion:

Altorfer Cat performed the annual maintenance on the generators at the site last week. During this inspection and service the blower building generator was found to have a failing bearing causing the generator to not be able to produce power when needed. This generator is a critical piece of infrastructure for the plant. This generator failure will not cause backups within the system, but could affect adequate treatment of the wastewater in a prolonged utility power outage.

The attached quote is an updated quote that now includes the Sourcewell purchasing price and installation by a qualified electrician. The delivery and installation will take place during FY 25-26 and will be budgeted for during the normal budgeting process.

Fiscal Impact:

The purchase of this generator will be budgeted for during the normal budgeting process for FY 25 - 26. The generator purchase and installation will be budgeted for on line item "50-7200-7860 Capital Expense - Equipment"

COW Recommendation:

Place "Blower Building Generator Purchase" on the June 17th voting session in an amount not to exceed \$142,359.00.

Council Recommendation:

Approve "Blower Building Generator Purchase and Installation" in an amount not to exceed \$142,359.00.

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN McCLALLEN

SECOND WARD
DAVID SANDERS
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
WANDA ROHLFS

FOURTH WARD
RHONDA O'DONOGHUE
CRAIG EIMER

Ref #:31350426

Page 1 of 6

PROPOSAL

Customer: City of Lincoln

Date: 6/6/2024

Project Name: Lincoln WWTP – New Generator

Altorfer Power Systems appreciates your interest in Caterpillar power generation equipment and the opportunity to work with you on this project. This proposal includes the standard accessories and are provided per Sourcewell (NJPA) contract 092222-CAT. ***This meets State of Illinois laws, and therefore should satisfy your bidding requirements without further solicitation.***

Per our discussions here is some good general information regarding Sourcewell:

- Sourcewell is a government agency, created by State statute, with a publicly elected board. Its sole purpose is to provide contract purchasing solutions to serve government and non-profit agencies – government serving government.
- Sourcewell does not eliminate the bid process, instead it satisfies the agency's requirements for competitive bidding.
- Caterpillar was awarded the Sourcewell Contract #092222-CAT
- Please see copy of State of Illinois Statutes.
- For more information please see www.sourcewell-mn.gov

CATERPILLAR ITEMS PER SOURCEWELL CONTRACT #092222-CAT

One (1) new Caterpillar model D450 GC diesel engine generator set rated at 450kW standby, 480 volt, 3-Phase, 60 Hz, 1800 RPM, sound attenuated enclosure, equipped per attached bill of materials. Five-year standard warranty, testing, startup, and training included.

SOURCED GOODS ITEMS PER SOURCEWELL CONTRACT #092222-CAT

- Startup, testing, and training
- Electrical Contractor Insulation per attached bill of material – B&B Electric.
- Freight to jobsite

Please review the following bill of materials, terms and conditions, and pricing. Feel free to contact us with questions or for any changes that may be needed to meet the scope of the project as you understand it.

Sincerely,

Nicholas A. Dunham
Power Sales Group
Altorfer / Caterpillar

Ref #:31350426

Page 2 of 6

Standard Equipment Caterpillar**FACTORY TESTING AT 0.8 PF**

- ✓ Results at full load reported are: engine rpm, frequency, average voltage, line-to-line voltages for all three phases, average current, line currents for all three phases, and observed power--all at 0.8 power factor. Engine rpm, average voltage and line-to-line voltages for all three phases are reported at no load.

AIR INLET SYSTEM

- ✓ Air cleaner

ENGINE

- ✓ Emission control engine
- ✓ Structural steel base
- ✓ Oil and fuel filter system
- ✓ Critical type silencer system

GENERATOR

- ✓ Caterpillar 450kW generator, standby rated, engine mounted and tested at the Caterpillar factory, Class H Insulation, optimal pitch
- ✓ Digital Voltage Regulator
- ✓ Class H insulation; class H temperature rise.
- ✓ Main Breaker – 800 Amps

SUBBASE FUEL TANK

- ✓ UL 142 Double Wall Tank Base Tank
- ✓ Conduit access stub up area below breaker package
- ✓ Level Indicator
- ✓ Low Fuel Level Alarm Switch and Fuel In Rupture Basin Switch

ENCLOSURE

- ✓ Sound attenuated - Durable weather-resistant finish
- ✓ Critical grade exhaust silencer. Exhaust silencing system includes exhaust pipe and rain cap.
- ✓ Internally mounted critical grade silencer
- ✓ Robust/highly corrosion resistant construction
- ✓ Steel Construction
- ✓ Lockable, gasketed doors provide secure access to maintenance items (battery, fuel fill, oil, and coolant)
- ✓ Lube oil and coolant drains piped to exterior of enclosure and terminated with drain valves
- ✓ Radiator guard

LUBE SYSTEM

- ✓ Lubricating oil, Oil filter, Oil drain line with valve piped to edge of base

MOUNTING SYSTEM

- ✓ Formed steel base
- ✓ Linear vibration isolators between base and engine-generator

STARTING SYSTEM

- ✓ Battery, Battery Charger, Jacket water heater, Charging alternator

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DIGITAL CONTROL PANEL

Instrumentation

- ✓ LCD display with adjustable contrast and backlight with auto power off
- ✓ AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAr (total & per phase); Power Factor (overall & per phase); kW hours; kVAr hours
- ✓ DC metering: Battery Volts; Engine hours run; Engine Jacket Water Temperature (in °C or °F); Lube oil pressure (in psi, kPa or bar); Engine speed (rpm); Crank attempt counter; Start counter

Protection

- ✓ Fail to start shutdown, Low oil pressure shutdown, High engine temperature, Approaching high coolant temperature alarm, Approaching low oil pressure alarm, Not in auto mode alarm, Underspeed/Overspeed, Loss of engine speed detection, Low/High battery voltage, Battery charger failure (if fitted), Under volts, over volts, Under frequency, over frequency, Overcurrent

Controls

- ✓ Run key and LED indicator, Auto key and LED indicator, Stop key and LED indicator
- ✓ Lamp test key, Alarm acknowledge key, Menu navigation keys
- ✓ Engine and AC metering shortcut keys, All control module keys have tactile feedback
- ✓ Lock down emergency stop push button. Service interval counter.

Remote Annunciator (shipped loose) – Qty 1

- ✓ Each Annunciator includes sixteen (16) LED's for annunciation of alarm conditions and system status.
- ✓ Includes Alarm Horn and Alarm Acknowledge pushbuttons.
- ✓ Meets NFPA 99/110 requirements for remote annunciation on Emergency Standby Generator Systems.
- ✓ Label cards are provided next to each set of LED by to indicate various alarms and events.
- ✓ Designed and Tested to meet stringent Impulse Shock and Operating Vibration requirements

GOVERNING SYSTEM

- ✓ Cat Electronic Isochronous Governor. The engine governor shall be an electronic speed control with actuator. Speed droop shall be 0 (isochronous) from no load to full rated load. Steady state frequency regulation shall be +/- 0.25%. Speed shall be sensed by a magnetic pickup off the engine flywheel ring gear.

GENERAL GENERATOR SET NOTES:

- ✓ UL listed Circuit breaker, unit mounted
- ✓ First fill lubricating oil
- ✓ First fill coolant, installed

TECHNICAL FIELD SERVICE TO INCLUDE:

Technical Field Service to Include:

Note: Field Services do not include initial fuel fill or replenishment, videotaping, sound measurements, or city permits for load testing on site.

INSTALLATION AUDIT:

A pre-start audit is available when time and circumstances permit, to be performed by Altorfer Power Systems Project Manager prior to dispatching our field service technician to perform the equipment startup; to review the site work that has been completed. These services are to be performed during

Ref #:31350426

Page 4 of 6

normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additionally, our local project managers are available for consult during the entire life of the project.

EQUIPMENT STARTUP:

Time allowed for 1 (one) factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additional personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

LOAD BANK TESTING

On-site load bank test utilizing a resistive load bank. Time allowed for 1 (one) factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. Altorfer Power Systems will provide a portable load bank (sized to the generator rating) and 100 feet of power cable. Cable runs greater than 100 (one hundred) feet will be billed at prevailing rates. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additional personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

TRAINING:

The appropriate Altorfer personnel are available to provide a basic/up to one (1) hour training on site on the same trip during the unit has been started up. If more time is required, or additional sessions are required, arrangements can be negotiated.

WARRANTY:

Caterpillar warranty applies unless extended service coverage is purchased. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Altorfer will administer all warranty claims during the appropriate warranty period. All other manufacturers warranty is for components only. Labor associated with these claims will be charged accordingly. Copy of warranty statements will be provided at project submittal.

CUSTOMER VALUE AGREEMENT OFFER:

Caterpillar equipment is designed and built to provide maximum productivity and operating economy throughout its operating life. Customer Value Agreements (CVA) are high-efficiency tools for managing your Caterpillar equipment to maintain that built-in value and achieve high reliability. CVA's provide access to trained CAT experts with exceptional knowledge about your CAT equipment. Building the right CVA always begins with a careful assessment of your needs and ends with an agreement that provides you with the lowest possible operating cost. The best time to do this is at the beginning of the equipment's service life considered directly after startup and commissioning testing. Altorfer CAT will assess your equipment in its final installed configuration and work with you to create a CVA that best suits your needs at that time. A review of risk mitigation tools, such as extended warranty, training, inspections, load bank testing, fuel/oil/coolant fluids analysis, and remote asset monitoring is also included in this assessment.

AVAILABILITY:

Determined after approved release. Equipment submittal time is to be negotiated.

FINANCIAL TERMS:

Net cash 30 days upon receipt of invoice, with credit approval. Equipment will be invoiced at the contracted amount when ready for shipment. Retainers are not allowed unless previously negotiated and are identified in this proposal. Late charges of 1-1/2% per month will be assessed for late payments and customer will also be responsible for any collection costs and expenses, including reasonable attorney's fees. Equipment storage fees may apply when delivery is not accepted when ready for shipment. Sales tax is **NOT** included in the purchase price and will be charged at the current tax rate, if applicable.

ADDITIONAL TERMS AND CONDITIONS:

The scope of supply for this quotation is limited to the equipment and services listed in this proposal. The bill of material herein does not include demolition, removal, terminations, installation, labor, fuel, fuel piping, air ducting, exhaust silencer installation, exhaust piping or electrical wiring between loose items such as engine, control gear, transfer switches, day tanks, battery charger, etc. Coordination studies & relay settings & relay testing services are not included. Permitting not included. The customer is responsible for any and all installation of the above Equipment unless specifically modified by this proposal. All equipment needed to perform any loading or unloading of the Equipment supplied by Altorfer Power Systems is the responsibility of the customer unless specifically modified by this proposal. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We reserve the right to correct any errors or omissions. Customer's signature on this quotation or the issuance of a purchase order or other acknowledgement by customer for the Equipment shall constitute acceptance of this quotation subject only to the terms and conditions set forth herein notwithstanding any terms and conditions contained in any such purchase order or other acknowledgment or communication from the customer which are different from or in addition to the terms and conditions of this quotation. This quotation is subject to any applicable manufacturer's general terms and conditions of sale. Changes to the terms of this quotation may only be made by the express written agreement of Altorfer Power Systems. Altorfer Power Systems shall not be responsible for any consequential, special, indirect or liquidated damages hereunder or for any manufacturer or other delays beyond Altorfer's control. Altorfer Power Systems will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by Altorfer Power Systems. This quotation expires in 30 calendar days or sooner with notice and is subject to prior sale. The prices stated herein are subject to any manufacturer increases if the order is not released for manufacture within 90 calendar days from order date or, if drawings for approval are required, the drawings are not returned and released for manufacture within 30 calendar days of mailing date. For any completed order, scheduled for shipment, that is held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, ship to storage, invoice, and transfer title, all at the sole cost and risk of loss of the Buyer. Buyer may terminate or cancel an order by written notice and upon payment of appropriate charges based upon a percentage of the quoted sales price at the stage of completion: 10% hold for approval status and 100% after release for manufacture status.

EXCEPTIONS & CLARIFICATIONS:

Quotation is based on generator specification and ATS specifications and drawings provided dated only. If actual job site conditions/local codes require a change in BOM, all such changes will be quoted and billed accordingly.



4949 International Parkway • Springfield, IL 62711 • Phone: 217.640.0683 • Fax: 217.529.0020

Ref #:31350426

Page 6 of 6

Total price for these product and services:

CATERPILLAR ITEMS PER SOURCEWELL CONTRACT #092222-CAT

One (1) new Caterpillar model D450 GC diesel engine generator set rated at 450kW standby, 480 volt, 3-Phase, 60 Hz, 1800 RPM, sound attenuated enclosure, equipped per attached bill of materials. Five-year standard warranty, testing, startup, and training included.

SOURCED GOODS ITEMS PER SOURCEWELL CONTRACT #092222-CAT

- Startup, testing, and training
- Electrical Contractor Insulation per attached bill of material – B&B Electric
- Freight to jobsite

CATERPILLAR ITEMS PER SOURCEWELL CONTRACT #092222-CAT:	\$131,552.00
SOURCEWELL DISCOUNT (31%):	(\$40,871.00)
SOURCED GOODS ITEMS PER SOURCEWELL CONTRACT #092222-CAT:	<u>\$51,588.00</u>

TOTAL PRICE: \$142,359.00

2024 Supply Chain Volatility Note - Altorfer Power Systems continuously strives to reduce costs and optimize productivity whenever possible. Unfortunately, the current volatility of the supply chain has necessitated a price review process that will take place at the time we receive a "release for production" for this project. We will review the cost basis that was used at the time of quotation and if we find our inputs have increased, we will issue a revised proposal before accepting your "release for production".

ACCEPTANCE:

ALTORFER POWER SYSTEMS

(Customer Signature)

Nicholas A. Dunham

Phone: 217.640.0683

DATE: _____

Email: nick.dunham@altorfer.com

Sales, Electric Power Generation

Should you have any questions or comments on this matter, please do not hesitate to contact us.

This information is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. No waiver of applicable privilege and/or protection against disclosure is intended. If you are not the intended recipient, you are hereby notified that any use of, dissemination, distribution or copy of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by telephone so that we can arrange return of the original message to us at no cost to you.

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QUOTATION



3000 REILLY DRIVE

SPRINGFIELD, ILLINOIS 62703

217/528-9666
FAX 217/528-5481

ALTORFER

Attn: Nick Dunham

Re: Lincoln WWTP Generator

6/4/24

B&B Electric will provide labor and material for electrical work on the above referenced project including,

- Disconnect the electrical to the existing 450kw generator.
- Pick the existing 450kw unit and set adjacent to the maintenance building.
- Pick the new 450 kw unit and set on the existing pad.
- Connect the electrical to the new 450kw generator.
- Pump out the existing fuel and return to fill the new tank.
- Crane service included for lifting the unit in and out of place.
- Anchoring the new unit to the existing pad included.
- Existing pad will be reused, concrete excluded.
- Electrical entry to match the existing unit.
- Work will be completed during normal working hours. (7am-3:30pm)
- Tax excluded.

A handwritten signature in black ink, appearing to read 'Aaron Andruskevitch', is written over a horizontal line.

Aaron Andruskevitch

ACCEPTED BY _____
TITLE _____
DATE _____

COMPLETE ELECTRICAL INSTALLATION
INDUSTRIAL - COMMERCIAL

NECA

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

REQUEST TO PERMIT EVENT WITH STREET CLOSURE

Must Have Council Approval

MAY 23 2024

Date(s) of Event: August 23 & 24 2024 A copy of this form must be available at the Event!

RECEIVED

Please describe below your request for use of City Property.

Description of Event (including participating merchants, vendors, exhibitors, and units, etc.)

13th Annual Up In Smoke and Balloon's Over 66 Event, Dock Dog's

Map Attached _____

Location of Event Property: (Address Utilized Space) Downtown Square

Items occupying street space utilized: Tent, Stage, Food Vendors, Dock Dogs

Date(s) and time(s) for usage of Property: August 23rd & 24th 2024

Are licenses needed, if yes, please attach. **YES NO**

Street Closures and Parking Street(s) will be closed (Please attach map or sketch of all closures.)

If closed, which streets and blocks? Pulaski, Broadway, Kickapoo, McLean-Pulaski & McLean

close 12:00 PM on 8/23. All other streets 5:00 a.m. on 8/24. Broadway time to be determine

Closed from 5:00 8/23 a.m./p.m. until 1:00 8/25 a.m./p.m. (circle a.m. or p.m.)

If different times on different days, please specify. Kickapoo/Pulaski closes at 5:00 AM 8/23/24

Does this street normally have access to a permitted parking lot? Specify, Remaining area closes at 12:00 PM 8/23/24, Pekin from Kickapoo to McLean 4:00 PM 8/23 - 8:00 PM 8/24

Certificate of Insurance Liability for event must be attached to request before approval.

Business/Organization/Sponsor Name: Up In Smoke

Contact Name: Kevin Bateman Email: windvacre1@comcast.net

Address: 455 Campus View Dr Lincoln, IL

Signature: [Signature]

Phone: Business: _____

Cell: 217-671-3100

APPROVED: (signatures)

Police Department: [Signature]

Mayor: [Signature]

Fire Department: [Signature]

Vote: Council Approval _____ Years _____ Nays

Street Department: [Signature]

Date: _____

As soon as all signatures are obtained, you will be contacted at the phone number you provided.

If your special event will be held more than once during this year with the same location and arrangements, you may use the same application with a change in dates.

to Chicago

5 AM
Close

New

Food
Kick-poo
Food

TANT

stage

Alley

Broadway

North

Courthouse

BBQ?

BBQ?

Platform

Deck Days

McDonald

BBQ?

BBQ?

At Alley

Close
12:00 PM
1:30 PM

Restaurant

BBQ?



Lincoln Police Department and Lincoln Community High School
School Resource Officer
Contractual Agreement

THIS AGREEMENT is entered in this 29th day of May, 2024, by and in between the City of Lincoln, Lincoln Police Department (hereinafter referred to as "LPD") and Lincoln Community High School District #404 (hereinafter referred to as "School District").

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose. This agreement establishes and delineates the mission of the School Resource Officer Program, herein after to as the SRO Program, as a joint cooperative effort. The agreement formalizes relationships between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Police Officers and the youth of our community, help ensure the safety of high school students, in addition to reducing crime committed by juveniles and young adults.

2. Mission. The mission of the SRO Program is the reduction and prevention of the school related violence and crime committed by juveniles and young adults. This is accomplished by assigning a Lincoln Police Officer as a SRO to Lincoln Community High School on a permanent basis. The SRO Program accomplishes this mission by creating and maintaining safe, secure and orderly learning environments for students, teachers and staff. The SRO will establish trusting channels of communication with students, parents and teachers. The SRO will serve as a positive role model to instill in students good moral standards, good judgment, respect for other students and a sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better informed and effective citizens, empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law.

3. Organizational Structure.

A. Composition. The SRO (School Resource Officer) Program will consist of one (1) full-time Lincoln Police Officer who is an Illinois Training and Standards Board Certified Police Officer and meets all requirements as set forth by the Lincoln Police Department Policies and Procedures.

B. Supervision. The day-by-day operational and administrative control of the SRO Program will be the responsibility of the Lincoln Police Department in cooperation with Lincoln Community High School administrators. Responsibility for the conduct of the SRO personnel, both personally and professionally, shall remain with the Lincoln Police Department. The School Resource Unit is assigned to the Administrative Division of the Lincoln Police Department.

On a daily basis, the School Resource Officer will collaborate with school and district administration on many issues, including the disposition of various situations they may encounter. The SRO will report to the school's administrators; however their ultimate responsibility is to carry out their duties as police officers, as expressed and interpreted through the Lincoln Police chain of command.

- C. Employee Status.** LPD and the assigned officer shall have the status of an independent contractor with respect to the School District for purposes of this Agreement. The officer assigned to the School District shall be considered to be an employee of the LPD and shall be subject to its control and supervision. The assigned officer will be subject to current procedures in effect for certified police officers. The parties agree that no person supplied by the School District to accomplish the goals of this Agreement is a LPD employee and that no right under LPD employment, retirement, or personnel rules accrue to such person, and the parties agree that no person supplied by the Lincoln Police Department to accomplish the goals of this Agreement is a School District employee and that no rights under school district employee, retirement, or personnel rules accrue to such person.

4. Procedures.

- A. Concept.** The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). The SRO Triad concept generally means that the officers assigned to the program are law enforcement officers, law-related counselors and instructors for law enforcement topics. SROs are first and foremost law enforcement officers for the responsibilities of a police officer and shall remain at all times under the control, through the chain of command, of the Lincoln Police Department. All acts of commission or omission shall conform to the Lincoln Police Department Policy and Procedures. SROs are enforcement officers in regards to criminal matters only and not enforcers of school regulations. SROs are not school disciplinarians and should not assume this role.

The SRO will report directly to the Lincoln Police Department supervisor in connection with the assignment of law enforcement instruction and normal law enforcement duties. The SRO is not a formal counselor, and will not act as such, however, they are to be used as law-related resources to assist students, faculty, staff, and all persons involved with the School District.

The SRO is to be used as an instructor of law enforcement topics, and will provide instruction when the School District requests it under the supervision of a certified teacher. The SRO can instruct on a variety of law enforcement subjects to students and staff, including alcohol and drug education. The SRO may use this instruction to build rapport between the students and the staff while under the supervision of a certified teacher.

B. Duties. Lincoln Police Department responsibilities of the SRO will include, but not be limited to:

1. To enforce criminal law and protect the students, staff and public at large against criminal activity;
2. Provide information concerning questions about law enforcement topics to students and staff;
3. Speak to students on a variety of law enforcement related topics including, but not limited to, narcotics, safety, public relations, occupational training, leadership and life skills when the School District requests it under supervision of a certified teacher;
4. Coordinate investigation procedures between Police and school administrators;
5. Provide law-enforcement issue related counseling to students, staff and faculty as needed;
6. Provide interior and exterior security recommendations;
7. Facilitate school safety drills as required by law;
8. Handle initial police reports of crime committed on school grounds;
9. Take law enforcement action on criminal matters when appropriate;
10. Wear an approved police uniform at all times or other apparel approved by the Lincoln Police Department;
11. Attend school special events as assigned by the Lincoln Police Department.

C. Enforcement. Although the SRO has been placed in formal educational environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene formally will be made when it is necessary to prevent a criminal act or a criminal act has been discovered. Citations may be issued and/or arrests may be made when appropriate and in accordance with police department standard operating procedures.

5. Equipment and Working Conditions.

A. LPD Responsibilities. LPD shall provide one (1) SRO officer who has or shall be trained as a school resource officer. Each officer shall be a fully equipped non-probationary Lincoln Police Officer in good standing.

B. School District Responsibility. The school District shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SROs duties:

1. The SRO shall be provided a full time office that is air-conditioned, heated, properly lighted, and private, which shall contain a telephone and broadband networking lines, large enough for four persons to sit comfortably, which may be used for general business purposes;
2. A location for files and records, which can be properly locked and secured;
3. A desk with drawers, 4 chairs, and filing cabinet;
4. Access to and encouragement of classroom participation by the SRO;

5. Opportunity for the SRO to address teachers and school administrators about the **SRO Program**, goals and objectives.

C. **Reporting of Serious Crimes.** If an investigation uncovers evidence of serious crime as defined in state law or federal law, the school official shall notify the SRO, the student's parent/guardian, and the appropriate school personnel.

6. **Time and Place of Performance.** LPD will endeavor to have the SRO available for duty at the assigned school each day that school is in session during the regular school year. LPD is not required to furnish substitute officers on days when the regular SRO is absent due to authorized leave, Police Department training requirements, or as serious situations arise. LPD will provide a substitute officer for the SRO when there is an available officer, at the Chief of Police's discretion. The Chief of Police at all times maintains the authority to assign an officer to other duties, whether on a temporary basis or a permanent basis.

7. **Evaluation.** It is mutually agreed that the School District shall evaluate annually the SRO program and the performance of the SRO with forms developed jointly by the parties. The evaluation shall be shared with the Chief of Police. It is further understood that the School District evaluation of the officer is advisory only and that the Lincoln Police Department retains the final authority to evaluate the performance of the SRO. The SRO will provide a monthly activity report to the School District and Chief of Police prior to the School District Board monthly meeting.

8. **Reimbursement.** The School District shall reimburse the Lincoln Police Department for the partial cost of one (1) officer for the program. Accordingly, the cost set forth herein is the total cost to be paid by the District and is not calculated on an hourly basis or actual time basis but for the program as a whole.

The School District shall pay an annual cost of **\$42,600.00** (half of cost of an officer) for the 2024-2025 school years. The payments may be made payable in twelve monthly installments in the amount of **\$3,550.00** or in full by the end of this agreement. Those payments will be sent to the City Clerk of Lincoln, 700 Broadway, Lincoln, IL. 62656. Annual costs covers half for health insurance, liability insurance, and workman compensation insurance. LPD will be responsible for any overtime costs.

9. **Insurance and Indemnification.** LPD agrees to hold the School District, its agents and employees free, harmless and indemnified from and against, any and all claims, suits or causes of actions, arising from or in any way, out of the performance of the duties of the SRO officers. The School District agrees to the extent allowed by law to hold LPD, its agents and employees free, harmless and indemnified from and against, any and all claims, suits or causes of actions arising from or in any way of the performance of School District employees.

10. **School Records and Non-Disclosure.** LPD and the School District recognize that the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, et. seq.) ("FERPA") and the Illinois School Student Records Act (105 ILCS 10 et. seq.) ("ISSRA") impose substantial limitations upon

the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of the School District. This Agreement shall be construed only so as to permit lawful disclosure by the School District of student record information to police officers assigned to the District by LPD. In accordance with ISSRA, the SRO will be trained and certified by the Illinois Law Enforcement Training and Standards Board as a Juvenile Officer, whose assignment and official duty as SRO includes the investigation and disposition of crimes and offenses that may have been committed by juvenile offenders. The SRO shall abide by all applicable laws, regulations and rules concerning restrictions on disclosure and re-disclosure of student record information pursuant to ISSRA and FERPA, and the School District shall not violate or direct the SRO to violate ISSRA, FERPA or School District rules regarding disclosure and re-disclosure. In addition to the rules, regulations, policies and operating procedures of LPD and the City, the SRO, LPD and the City shall abide by the applicable rules, regulations, policies and procedures of the School District regarding disclosure of school student record information pursuant to FERPA and ISSRA, expressly including the Reciprocal Reporting guidelines established pursuant to Section 10-20.14 of the School Code (105 ILCS 5/10-20.14).

11 **Terms of the Agreement.** The term of the agreement is one year (1) year commencing on the 1st day of August, 2024, ending on 31st day of July, 2025.

Lincoln Community High School District # 404

By: *Susan Sleason*

President, Board of Education

ATTEST: *Alyson Schmidt*

Secretary, Board of Education

City of Lincoln

Mayor

ATTEST: _____

City Clerk

TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY



CITY OF LINCOLN, ILLINOIS

700 Broadway St., P.O. Box 509, Lincoln, IL 62656

Named for and Christened by Abraham Lincoln, 1853—Incorporated February 16, 1865
CITY COUNCIL MEETS FIRST AND THIRD MONDAY NIGHTS EACH MONTH

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns, Wastewater Project Manager

Meeting Date: June 11, 2024

RE: Arc-Flash Study

Background

The site is in need of an Arc-Flash Study of its electrical Motor Control Centers (MCCs), Transformers, and all 480 Volt distribution equipment. This study is required by OSHA to remain compliant with the National Fire Protection Association (NFPA) 70E regulation; which covers electrical systems.

Analysis/Discussion:

This study is a required regulatory component for verification of safe electrical apparatuses. It will provide a safety component for employees working in and around the higher voltage electrical systems. This study will use existing plans, electrical bucket inspections, and thermography throughout all MCCs, Transformers, and distribution architecture. Site staff will also be participating in the Arc-Flash study as the contractor will require assistance during the study. If any deficiencies with electrical equipment are discovered during this study, it will have to be addressed as an NFPA 70E compliance issue at a later date.

Fiscal Impact:

The attached estimate is expected to be completed for \$34,375.00. This amount would be expensed from the "50-7200-7860 Capital Expense - Equipment" fund

Council Recommendation:

Approve the Arc-Flash Study in an amount not to exceed \$37,812.50 to be expensed from "50-7200-7860 Capital Expense - Equipment".

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN McCLALLEN

SECOND WARD
DAVID SANDERS
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
WANDA ROHLFS

FOURTH WARD
RHONDA O'DONOGHUE
CRAIG EIMER



ESTABLISHED 1918

1845 North 22nd Street • P.O. Box 976 • Decatur, IL 62525 • (217) 423-2690

April 25, 2024

City of Lincoln Sewer Dept.
150 W Kickapoo
Lincoln, IL 62656

Subject: Arc Flash Study

Attention: Andrew Bowns

Dear Andrew,

Bodine Electric of Decatur (Bodine Electric) is pleased to offer the following proposal to perform services at your facility:

Scope of Work

- Build the initial model from the one-line documentation provided by City of Lincoln.
- Verify available fault current with the connecting utility.
- Work with City of Lincoln on verifying existing and gathering new information about the electrical system for the SKM model. This includes the following information:
 - Size, quantity per phase, and length of all cables.
 - Nameplate data of all transformers where available.
 - Manufacturer and model information of all protective devices (breakers, fuses, etc.) and settings of all adjustable devices.
- Perform Short Circuit, Equipment Evaluation, Coordination, and Arc Flash Analysis utilizing SKM Power Tools software.
- Evaluate equipment to verify device ratings are adequate for the available short-circuit current.
- Evaluate conductors and breaker settings and provide listing of conductors not adequately protected. Provide revised settings for breakers where possible to protect conductors.
- Provide recommendations for coordination of protective devices and their impact on arc flash incident energy.
- Evaluate options to reduce incident energy levels and provide recommendations.
- Provide arc flash labels for all required equipment (MDPs, PDPS, SWBDs, LPs, etc.).
- Provide a written report including model data, Short Circuit and Coordination Study and Arc Flash results. Report will include time current curves (TCC's) of the protective devices and one-lines of the system in pdf format from the SKM software.

Registered Professional • Engineers • Motor Repair • Electrical Wholesale • Electrical Contractors

Assumptions / Clarifications:

- This proposal includes onsite time to review electrical system.
- The proposal fee is based on a count of (41) locations identified in the existing model as requiring a label.
 - If the label count is significantly higher than what was assumed, an additional fee can be discussed to include those additional parts of the system.
- Customer will provide any missing / additional data needed.
- Results of analysis are based on published data of overcurrent protective device opening time. Bodine will not be responsible for making judgments of device condition. Customer maintenance and testing of devices is vital to verify proper operation.
- Label will be printed with a color laser printer on 4"x5" weatherproof polyester.
- An electronic copy of all SKM modeling computer files will be provided.

Proposal Price

All work will be billed on a Time-and-Material basis. Bodine proposes to perform the engineering services outlined in the proposal for an estimated cost of: **\$34,375.00**

Thank you for the opportunity to offer this proposal. Please feel free to contact me if you have any questions or if we can be of further assistance.

Sincerely,

Mark V. Ferriell
Power Services Manager
Office: 217-420-4223



Registered Professional • Engineers • Motor Repair • Electrical Wholesale • Electrical Contractors

TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

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CITY OF LINCOLN, ILLINOIS

700 Broadway St., P.O. Box 509, Lincoln, IL 62656

Named for and Christened by Abraham Lincoln, 1853—Incorporated February 16, 1865
CITY COUNCIL MEETS FIRST AND THIRD MONDAY NIGHTS EACH MONTH

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns, Wastewater Project Manager

Meeting Date: June 11, 2024

RE: Lawn Mower Purchase

Background

The current mower for the sewer plant is becoming cumbersome with repairs and has reached the end of its operating life.

Analysis/Discussion:

The attached quote is for the same mower the Streets and Alleys Department just purchased. The mower would also be purchased under the Sourcewell partnership the City utilizes for negotiated savings.

Fiscal Impact:

The attached quote has a purchase price of \$15,832.00. This amount would be expensed from the "50-7200-7860 Capital Expense - Equipment" fund

Council Recommendation:

Approve the purchase of a new Hustler 943050 60" Mower in an amount not to exceed \$15,832.00 to be expensed from "50-7200-7860 Capital Expense - Equipment".

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN McCLALLEN

SECOND WARD
DAVID SANDERS
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
WANDA ROHLFS

FOURTH WARD
RHONDA O'DONOGHUE
CRAIG EIMER

MEMORANDUM

TO: Mayor and City Council Members

FROM: Fire Chief Aaron T Johnson

MEETING DATE: June 11, 2024

RE: Approval of Body Camera/Personal Tracking Devices

Background:

Ascent Integrated Tech has developed and released a tracking device module that does not rely on GPS, allowing it to work inside of a structure. These device modules use multiple technologies for instant 3D point mapping and location. This 3D mapping combines laser, video, thermal, satellite imaging, and many more features that gives the incident commander a 2D and 3D image on a computer tablet that shows where the firefighters are within any building. This technology is a breakthrough in the fire service, allowing members to be located at all times inside of a structure fire. Interior firefighting operations in zero visibility environments are extremely dangerous. Disorientation is a leading cause of firefighter injury and death. The modules will show immediate location in the event a firefighter becomes lost, trapped, injured, or needs assistance with a civilian rescue. I, along with many department members have met with the company founders and have had hands on training using the new devices on two different occasions. I personally believe this is the greatest safety advancement in the fire service in decades and will eventually become standard, the same as police body cameras. Lincoln Fire Department has been invited into the "early adopter program". This allows Lincoln Fire Department immediate access to these potentially lifesaving devices while also allowing Lincoln Fire Department to be a contributing member towards the future development of the final product by working directly with the engineering department.

Cost:

I am requesting \$10,000 for four tracking modules and one incident command tablet. These funds have already been budgeted for. The cost includes four location trackers, a computer tablet, and cloud storage/access for any after action reports, data monitoring, or incident reconstruction. This is for a contract period of three years. The early adopter program provides a substantial cost savings both immediately and in the future.

Council Recommendation:

Place on regular agenda for approval to purchase the devices.

June 5th, 2024

Ascent Integrated Tech
300 N Elizabeth Street
Chicago, IL 60607



Proposal for the Ascent Platform™

Dear Ascent Integrated Tech,

I am _____, Fire Chief (“Buyer”) of _____, and I want to secure my department’s access to the Ascent Platform™, subject to the terms of this proposal (“Proposal”), which is hereby incorporated herein (collectively, the “Agreement”).

Hardware	Units	Price	Total
Android Device Indoor Position Location Information	4	\$700	\$2,800
Android Tablet Samsung Galaxy Tablet	1	\$850	\$850
Ascent VIO Module Custom Ascent Hardware for enhanced location accuracy delivered Summer 2025	4	\$3,000	\$12,000
Hardware Costs			\$15,650
Software	Units	Price	Total
Team Awareness Kit (TAK) Includes access to the software for incident command	Unlimited	Included	\$0
TAK End User Device Tracker Application for Position Location Information enhancement displayed via TAK and installed on EUD	5	\$1,500/year	\$7,500/year
Software Costs			\$7,500/year
Early Adopter Discount			(\$28,150)
Total Contract Value			\$10,000

- **Payment Schedule** - The contract is payable over three (3) years at a cost of **\$5,000/year** for a **total contract value of \$10,000** beginning on product delivery with no payment on year 3.
- **Refund** - This contract can be canceled within the first 30 days for a full refund.
- **Contract Length** - The contract length is for three (3) years and begins on the date of product delivery.

Sincerely,

Date: ____/____/____

ASCENT INTEGRATED TECHNOLOGY

This AGREEMENT (the “**Agreement**”) by and between AI Tech Holdings, Inc., with offices at 300 N Elizabeth St, Suite 410C Chicago, IL 60607 (“**Ascent**”) and the Buyer (each a “**Party**” and together the “**Parties**”), sets forth the terms and conditions under which Ascent will provide Buyer access to the Solution (defined below) on an evaluation basis.

1. ACCESS.

1.1 Access to Solution. Subject to the terms and conditions of this Agreement, and once the Solution is available for use, Ascent will provide Buyer access to the Solution, as generally described in Exhibit A. Buyer’s access is a non-exclusive, non-transferable, limited use of the Solution for Buyer’s evaluation purposes and distribution to End Users in accordance with this Agreement only.

1.2 Restrictions. Buyer and End Users (as applicable) may use the Solution in accordance with this Agreement during the Term. Buyer understands that any rights to use the Solution for non-evaluation purposes will be subject to a separate written agreement between the Parties. Buyer shall not, and shall not permit End Users or any other third party to: (i) modify or create any derivative works based on the Solution or any portion thereof; (ii) reproduce the Solution; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the Solution or provide access to the Solution to third parties on a service bureau basis or otherwise; or (iv) use the Solution other than as provided herein and in Exhibit A.

1.3 Ownership. Ascent retains all right, title, and interest in and to the Solution (excluding the Devices), including all Intellectual Property Rights therein. Buyer acknowledges that, except with respect to the Devices, this Agreement is not a sale of the Solution and does not transfer to Buyer title or ownership of the Solution, but only provides for limited use for evaluation purposes as contemplated herein. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO ASCENT.

2. FEEDBACK; BUYER DATA.

2.1 Feedback. Buyer (i) agrees to provide Ascent feedback regarding the use, operation, and functionality of the Solution (“**Feedback**”), and (ii) hereby grants Ascent a non-exclusive, world-wide, perpetual, irrevocable, royalty-free, fully paid-up, fully sublicenseable and transferable right and license to use and incorporate Feedback into any

products and services, to make, use, sell, offer for sale, import, and otherwise exploit such products and services, and to otherwise use, copy, distribute, and exploit the Feedback without restriction.

Buyer Data. Buyer hereby grants to Ascent a non-exclusive, royalty-free, sublicenseable, worldwide license to (i) store, analyze, reproduce, process, distribute, display, and use the Buyer Data solely for Ascent’s internal business purposes; and (ii) to derive, use, and exploit in any manner on a perpetual, irrevocable, basis, any aggregated, de-identified and anonymized data related to any usage of the Solution to operate and improve Ascent’s products and services and to create Performance Data. Buyer represents and warrants that Buyer has all rights necessary to grant such licenses. For the purposes of this section, “Buyer Data” does not include Buyer’s Confidential Information.

3. TERM AND TERMINATION.

This Agreement will commence as of the Effective Date and will remain in full force and effect for the Term. Either Party may terminate this Agreement immediately for convenience, for any reason or no reason, at any time before or after the Effective Date by giving thirty (30) days prior written notice to the other Party; provided that any payment obligations of Buyer accrued prior to such termination shall survive any such termination by Buyer. Upon termination of this Agreement for any reason: (i) the rights granted to Buyer hereunder will immediately terminate; (ii) Buyer shall immediately discontinue any use of the Solution and shall return all Modules then-currently in its possession; (iii) each Party shall promptly return or destroy all Confidential Information and property of the other Party, and Ascent shall promptly return all Buyer Data within its possession; and (iv) Sections 1.2, 1.3, 2 – 5, 7, and 8 will survive.

4. CONFIDENTIALITY.

Each Party agrees: (i) to use Confidential Information of the other Party solely in accordance with the provisions of this Agreement; and (ii) not

to disclose, or permit to be disclosed, either directly or indirectly, Confidential Information of the other Party to any third party without the other's prior written consent. Each Party shall safeguard the Confidential Information of the other Party using the same measures it uses to protect its own Confidential Information, but in no event shall either Party use less than reasonable care in safeguarding the Confidential Information of the other Party. Either Party may disclose Confidential Information of the other Party which required to be disclosed by law or order of a court or other governmental entity; provided that such Party provides the other Party with prompt notice of such requirement, and only discloses that portion of the Confidential Information that is required to be disclosed, and provided further that any information so disclosed retains its confidentiality protections for all other purposes. Ascent shall have the right to disclose this agreement and its terms to its current or potential investors. If either Party breaches, or threatens to breach the provisions of this Section 5, each Party agrees that the non-breaching Party will have no adequate remedy at law and is therefore entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

5. DISCLAIMER; LIMITATION OF LIABILITY.

5.1 LIMITED WARRANTY. For a period of one (1) year after Buyer's receipt of any Devices comprising the Solution, Ascent warrants that such Devices will be free from material defects under normal use; provided for the avoidance of doubt that Buyer's sole remedy in the event of Ascent's breach of the foregoing warranty shall be for Ascent to, in its discretion, repair or replace such Devices.

5.2 WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN SECTION 5.1 WITH RESPECT TO DEVICES, **THE SOLUTION AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.** ASCENT MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SOLUTION AND DOCUMENTATION INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, AND ASCENT

SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

5.3 RESPONSIBILITY FOR USE. CUSTOMER, AND NOT ASCENT, SHALL BE SOLELY RESPONSIBLE FOR CUSTOMER'S AND END USERS' USE OF THE SOLUTION, INCLUDING THEIR USE OF THE RESULTS OF THE SOLUTION AND DECISIONS MADE OR ACTIONS TAKEN BASED ON THE SOLUTION.

5.4 LIMITATION OF LIABILITY. EXCEPT FOR A BREACH OF SECTIONS 1.3 AND 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR USE OR LOSS OF DATA, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.** IN NO EVENT SHALL ASCENT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE TO ASCENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, WHETHER AN ACTION IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK HEREUNDER.

6. PAYMENT.

Buyer shall pay Ascent the amounts set forth on the Proposal. Except as may otherwise be provided under this Agreement, each Party shall bear its own expenses in connection with the performance of this Agreement.

7. GENERAL PROVISIONS

7.1 **Assignment.** This Agreement may not be transferred or assigned by Buyer without the prior written consent of Ascent. Any purported transfer or assignment in violation of this Section shall be null and void. Ascent may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

7.2 **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State, excluding its conflict of law provisions, and both Parties consent to the exclusive jurisdiction and venue of the courts.

7.3 **Notices.** All notices shall be in writing, to the addresses set forth above and to the attention of the signatory of this Agreement and shall be deemed given upon receipt.

7.4 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

7.5 **Waiver.** The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

7.6 **Force Majeure.** Neither Party shall be liable for any delay or failure in performance due to acts of God, earthquakes, shortages of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics (including COVID-19), and similar occurrences beyond its control, whether or not foreseeable. Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of a delay which is excusable under this provision.

7.7 **Entire Agreement.** This Agreement together with the City's Terms and Conditions, and any attachments constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party. No other act, document, usage, or custom shall be deemed to amend or modify this Agreement.

8. DEFINITIONS.

8.1 **"Confidential Information"** means any and all information disclosed by either Party to the other which is designated as confidential, or which should otherwise be understood to be confidential, including but not limited to, the Solution, financial information, product plans, business plans, trade secrets, technology, or any other proprietary information, whether transmitted orally, in writing, or by any other media. Confidential Information does not include information the receiving Party can demonstrate was: (a) publicly available through no fault of the receiving Party, or (b) obtained from third parties not under confidentiality restrictions.

8.2 **"Buyer Data"** means anonymized data submitted by Buyer or End Users to the Solution.

8.3 **"End User"** means any employee user of Buyer.

8.4 **"Intellectual Property Rights"** means all worldwide trade secrets, patents, copyrights, trademarks, service marks, moral rights and other intellectual property and proprietary rights, and all applications and registrations therefore

8.5 **"Module"** means the wearable hardware devices described in Exhibit A and made available by Ascent to Buyer in accordance with these terms.

8.6 **"Performance Data"** means any data derived from or generated by Buyer's and End Users' use of the Solution and includes, but is not limited to, performance data and technical information. For the avoidance of doubt, Performance Data does not include any Buyer Data from which it may be derived.

8.7 **"Solution"** means the hardware, software, user interface(s), and any instruction guides or related materials that Ascent provides to Buyer and End Users hereunder, currently contemplated to comprise one or more Modules and a software-based interface to access the same.