

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
SEPTEMBER 18, 2017 AT 7:00 PM
CITY HALL COUNCIL CHAMBERS

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Swearing In Of Promotion due to retirement**
Ben Roland to Assistant Chief in command of A-Shift
Jason Van Winkle to Captain on B-Shift
Ashley Williams to Lieutenant on A-shift
5. **Swearing In Of Appointed Position of Fire Inspector B-Shift**
Chris Davis
6. **Swearing In Of New Fire Fighter Effective September 1, 2017**
7. **Public Participation**
8. **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 any one 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. Request from the Route 66 Heritage Foundation of Logan County to permit the closing of First Street between State and Washington Streets on Saturday, September 23, 2017 from 1:00 PM through 5:00 PM. This event will be for Governor Rauner Annual Motorcycle Ride at the Mill.
9. **Ordinances and Resolutions**
 10. **Bids**
 - A. Approval of bid from Springfield Electric for electrical equipment for the New Police Station in amount not to exceed \$94,631.98
 - B. Approval of bid from Bradford Systems for personnel lockers at the New Police Station in an amount not to exceed \$23,807.00
 - C. Approval of bid from Kenney Contractors for Sidewalk Replacement Project in an amount not to exceed \$77,644.42
 - D. Approval of bid from Kenney Contractors for additional targets in the Sidewalk Replacement Project with a total cost not to exceed \$125,000.00
 11. **Reports**
 - A. City Treasurer Report for August, 2017
 - B. City Clerks Report for August, 2017
 - C. Department Head Reports for August, 2017
 12. **New Business/Communications**
 - A. Approval of design contract for Union Street Lift Station with Crawford, Murphy & Tilly Inc. for an amount not to exceed \$260,000.00
 - B. Approval of agreement with Area Disposal to retain the use of two recycling dumpsters located on N. Kickapoo Street in an amount not to exceed \$2,583.33 per month
 - C. Approval of Lease Agreement between Amtrak and the City Of Lincoln for Lincoln Station Building usage
 - D. Approval of recommendation of Planning Commission to approve the Subdivision of parcels at 1702, 1704, and 1706 Pekin Streets
 - E. Approval of High Speed Rail Change Orders #18, 19, 20 &21 with R.D. Lawrence for work on the Lincoln Depot in amount not to exceed \$44,086.00
 - F. Approval of request to support Weather Radio Giveaway, including 50% of the cost of advertising, not to exceed \$500.00
 - G. Approval of request to hire a new firefighter, to begin employment on October 1, 2017
 13. **Announcements**
 14. **Possible Executive Session**
 15. **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.

MEMORANDUM

TO: Aldermen of the City of Lincoln

FROM: Seth A. Goodman, Mayor

MEETING

DATE: September 12, 2017

RE: Request to Permit

Route 66 Heritage Foundation of Logan County

The City has received a request to permit Route 66 Heritage Foundation of Logan County for road closures. Saturday, September 23, 2017 from 1:00PM – 5PM between State & Washington Street on 1st Street. This event will be for Governor Rauner Annual Motorcycle Ride at the Mill.

COW Recommendation: Place the request on the Council's consent agenda for Monday, September 18.

Council Recommendation: Approve the Request to permit as presented.

REQUEST TO PERMIT

DATE: 8/30/17

We, the undersigned of the City of Lincoln, do hereby respectfully request the Mayor and City Council to permit

Road Closure between State + Washington on
1st Street - Saturday 9/23 1pm - 5pm
Gov. Rawner Annual Motorcycle Ride at the Mill

If the above request is for use of City property, including streets and/ or alleys, please check one of the two boxes below:

A Certificate of Insurance Liability for the event is attached.

A Certificate of Insurance Liability for the event will be provided to the City no later than 9/6/17.

If City property is used, a Certificate of Insurance Liability is required listing the City as an additional insured. The City reserves the right to postpone review and consideration of this Request to Permit until a Certificate of Insurance Liability is provided.

Name: Geoff Ludd - Route 66 Heritage Foundation of Logan County

Address: 738 S. Washington - The Mill

Phone: 217-671-3790 Cell: _____

Email: geoffludd@yahoo.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/17 gp

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

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

PRODUCER Terry Werth Insurance 1203 Woodlawn Road Lincoln, IL 62656	CONTACT NAME: Roberta
	PHONE (A/C, No, Ext): E-MAIL ADDRESS:
INSURED Route 66 Heritage Foundation of Logan Co 738 S Washington Street Lincoln, IL 62656	INSURER(S) AFFORDING COVERAGE
	INSURER A: Scottsdale Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPS2604078	2/15/17	2/15/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Tourism Office; Museum

CERTIFICATE HOLDER	CANCELLATION	No holders
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 City of Lincoln
 City Hall
 Lincoln, IL 62656

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

AUTHORIZED REPRESENTATIVE

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LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE PAUL ADAMS



DEPUTY CHIEF MATTHEW VLAHOVICH

To: City Clerk, Peggy Bateman
From: Chief of Police, Paul Adams *Paul Adams*
Meeting Date: September 12, 2017

Re: New Police Station Electrical Equipment Bid Award

Background

The original design and bid included the electrical equipment necessary for lighting fixtures, electrical panels, and generator. We worked with a local manufacturer that makes these items to help save costs through a grant program, however that did not work out as anticipated although they assisted in another City project.

We had to go out on our own to bid these items per the new design. We only received two bids on the project at this time.

Analysis/Discussion

We received two bids:

Company	Lighting	Panels	Total
Springfield Electric	\$71,596.98	\$23,035.00	\$94,631.98
United States Electric	No Bid	\$17,900.00	\$17,900.00

US Electric could not get pricing on some of the lighting fixtures as requested so they did not bid on that section. They did bid on the panels, but also bid Eaton products. They also have a quote for a generator that Springfield Electric did not bid.

Springfield Electric did bid the lighting and panels as requested, but did not bid a generator. The generator is an add-on alternate product and was not in the base bid. Springfield Electric bid Square D panels, but Eaton/Cooper lighting.

Bid as a whole, as requested, was Springfield Electric.

Fiscal Impact

This will be included in the soft costs for the new police station to be financed.

COW Recommendation

Place on Council Agenda for September 18, 2017 to approve the bid for electrical equipment in the new police station to Springfield Electric in an amount not to exceed \$94,631.98.

Lighting + Panels
No Gen or Data



Expiration Date: 10/07/17

Quotation

TO:
CITY OF LINCOLN, ILLINOIS
STREET DEPT
700 BROADWAY ST PO BOX 509
LINCOLN, IL 62656-2856

Project Info:
Project: LINCOLN POLICE STATION
Job #: #LT-090617-7419
Bid Date: 09/07/17
Bid Time: 01:00 PM CDT
Quoter: ERIC BOEHLER

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
THIS QUOTE IS SUBJECT TO OWNERS APPROVAL. ALL COUNTS ARE THE OWNERS RESPONSIBILITY. QUOTED PRICE IS VALID FOR THIS BILL OF MATERIAL ONLY. ANY CHANGES WILL RESULT IN A RE-QUOTE.						

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
CTRL	1	WATTSTOP	LOT PRICE FOR ATTACHED LTG CONTROL BOM	Unit	5,611.702/EA	5,611.70
CTRL ALT1	1	WATTSTOP	ADDENDUM #1 RELAY PANEL	Unit	730.952/EA	730.95
A	100	METALUX	24CZ-LD5-50SE-S-UNV-L835-CD1-U	Unit	130.321/EA	13,032.10
AE	48	METALUX	24CZ-LD5-50SE-S-UNV-EL14W-L835-CD1-U	Unit	337.095/EA	16,180.56
B	3	METALUX	22CZ-LD5-34-S-UNV-L835-CD1-U	Unit	119.048/EA	357.14
BE	1	METALUX	22CZ-LD5-34-S-UNV-EL14W-L835-CD1-U	Unit	325.810/EA	325.81
C	8	METALUX	LD6B15D010 EU6B10208035 6LBW2H	Unit	181.702/EA	1,453.62
CE	4	METALUX	LD6B15D010IEM14 EU6B10208035 6LBW2HE	Unit	439.536/EA	1,758.14
C2	2	METALUX	LD4B10D010 EU4B10208035 4LBM1LI LGSKT4IP66	Unit	187.595/EA	375.19

From:
01 SPRINGFIELD ELECTRIC SUPPLY
OFFICE 217-788-2100
700 N 9TH STREET
SPRINGFIELD, IL 62702
Printed By: ERIC BOEHLER

Notes
For full terms and conditions, please visit
www.springfieldelectric.com/terms



Project:

LINCOLN POLICE STATION

Expiration

10/07/17

Quotation

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
D4	21	METALUX	4SNLED-LD5-54HL-LW-UNV-L835-CD1-U	Unit	134.083/EA	2,815.74
D8	9	METALUX	8TSNLED-LD5-110HL-LW-UNV-L835-CD1-U AYC-CHAIN/SET-U	Unit	268.476/EA	2,416.28
D8E	4	METALUX	8TSNLED-LD5-110HL-LW-UNV-EL14W-L835- CD1-U AYC-CHAIN/SET-U	Unit	475.250/EA	1,901.00
DE	8	METALUX	4SNLED-LD5-54HL-LW-UNV-EL14W-L835-CD 1-U	Unit	340.857/EA	2,728.86
F	6	FAIL-SAF	FMR-X24-4-LD4-3LO-35-UNV-80/86-EDD1-EL1 0W	Unit	890.976/EA	5,345.86
F1	1	FAIL-SAF	FMR-X24-2-LD4-3STD-35-UNV-80/86-EDD1-E L10W	Unit	736.214/EA	736.21
P1	0		SINGLE HEAD ASSEMBLY	Unit	0.000/EA	0.00
P1	5	METALUX	(1) GLEON-AF-03-LED-E1-SL3-BZ-7030 (1) RSA5M15NFN1E (1) 317RB305 (3) LS/HSS	Unit	1,712.452/EA	8,562.26
P1	5		GLEON-AF-03-LED-E1-SL3-BZ-7030	Unit	0.000/EA	0.00
P1	5		RSA5M15NFN1E	Unit	0.000/EA	0.00
	0		*POLE W/ GFCI RECEPTACLE PROVISION INCLUDED - GFCI	Unit	0.000/EA	0.00
	0		AND COMPONENTS PROVIDED BY OTHERS	Unit	0.000/EA	0.00
P1	5		317RB305	Unit	0.000/EA	0.00
	0		3/4 X 17 3BLT 5" RD TEMP	Unit	0.000/EA	0.00
P1	15		LS/HSS	Unit	0.000/EA	0.00
	0		FIELD-INSTALLABLE HOUSE SIDE SHIELD	Unit	0.000/EA	0.00
P2	0		DOUBLE HEAD ASSEMBLY	Unit	0.000/EA	0.00
P2	0	METALUX	(2) GLEON-AF-03-LED-E1-SL3-BZ-7030 (1) RSA5M16NFN2E (1) 317RB305	Unit	2,465.595/EA	0.00
P2	0		GLEON-AF-03-LED-E1-SL3-BZ-7030	Unit	0.000/EA	0.00

Project: LINCOLN POLICE STATION

Expiration

10/07/17

Quotation

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
P2	0		RSA5M16NFN2E	Unit	0.000/EA	0.00
	0		*POLE W/ GFCI RECEPTACLE PROVISION INCLUDED - GFCI	Unit	0.000/EA	0.00
	0		AND COMPONENTS PROVIDED BY OTHERS	Unit	0.000/EA	0.00
P2	0		317RB305	Unit	0.000/EA	0.00
	0		3/4 X 17 3BLT 5" RD TEMP	Unit	0.000/EA	0.00
R	2	METALUX	IST-AF-350-LED-E1-T3-BZ-8030	Unit	383.405/EA	726.81
RH	2	METALUX	IST-AF-800-LED-E1-T3-BZ-8030	Unit	463.655/EA	927.31
RC	6	METALUX	TT-C1-LED-E1-WQ-BZ-8030	Unit	319.546/EA	1,917.29
X	0	METALUX	EUX6R	Unit	200.500/EA	0.00
	0		UNV EDGELIT, AC ONLY, RED LENS, BRSH AL	Unit	0.000/EA	0.00
	0		*AC ONLY EXIT	Unit	0.000/EA	0.00
XC	2	FAIL-SAF	EXL71RW	Unit	334.083/EA	668.17
XC	0	FAIL-SAF	VRSD	Unit	8.893/EA	0.00
	0		TORX - Head, Vandal-Resistant Screwdriver	Unit	0.000/EA	0.00
	0		*ORDER ONLY AS NEEDED	Unit	0.000/EA	0.00
XC	0	FAIL-SAF	54600BLK	Unit	76.131/EA	0.00
	0		BLACK PEDESTAL KIT EXL	Unit	0.000/EA	0.00
	0		*REQUIRED FOR CEILING MOUNT APPLICATIONS - ORDER	Unit	0.000/EA	0.00
	0		ONLY AS NEEDED	Unit	0.000/EA	0.00
XG	25	METALUX	LPX7SD	Unit	121.119/EA	3,027.98
	0		EXIT,WH P HOUS,UNV FACE, R N G, W BAT,SD	Unit	0.000/EA	0.00

Project: LINCOLN POLICE STATION
Expiration 10/07/17

Quotation

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
XG	0	METALUX	VS1WP		Unit	129.762/EA 0.00
	0		WEATHER/VANDAL SHIELD		Unit	0.000/EA 0.00

From:
01 SPRINGFIELD ELECTRIC SUPPLY
OFFICE 217-788-2100
700 N 9TH STREET
SPRINGFIELD, IL 62702
Printed By: ERIC BOEHLER

Total	71,596.98
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Notes
For full terms and conditions, please visit
www.springfieldelectric.com/terms

Expiration Date: 10/07/17

Quotation

TO:
CITY OF LINCOLN, ILLINOIS
STREET DEPT
700 BROADWAY ST PO BOX 509
LINCOLN, IL 62656-2856

Project Info:
Project: LINCOLN POLICE STATION
Job #: #GR-090717-7428
Bid Date: 09/07/17
Bid Time: 01:00 PM CDT
Quoter: ERIC BOEHLER

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
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THIS QUOTE IS SUBJECT TO CONTRACTORS REVIEW AND APPROVAL. PLEASE SEE ALL NOTES AND CLARIFICATIONS.

GEAR	1	SCHNEIDE	SQUARE D LOT PRICE PER ATTACHED Q2C#39862273	New Lot	23,035.000	23,035.00
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From:
01 SPRINGFIELD ELECTRIC SUPPLY
OFFICE 217-788-2100
700 N 9TH STREET
SPRINGFIELD, IL 62702
Printed By: ERIC BOEHLER

Total	23,035.00
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Notes

For full terms and conditions, please visit
www.springfieldelectric.com/terms

Customer Quotation



Phone: ()- Fax: ()-

Project Name: LINCOLN POLICE SPJ Project Location: LINCOLN Customer Name: Q2C Number: 39862273 Quote Number: 1	Accessories Fuses NOT Included Overloads NOT Included Lamps NOT Included Lug Kits NOT Included
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Initiator: BOEHLER, ERIC
Contact:
Customer Net: \$23,035.00

Quote Notes

THIS QUOTE IS SUBJECT TO CONTRACTORS REVIEW AND APPROVAL.
PROVIDING ENGINEERING FOR ARC FLASH AND SHORT CIRCUIT COORDINATION STUDY. NOT PROVIDING A SELECTIVE COORDINATION STUDY. PROVIDING SURGE PROTECTIVE DEVICES AS 120ka PER MODE SUBJECT TO APPROVAL. QUOTING PANEL "S1" AS 225A MAIN PER ONE LINE. PANEL SCHEDULE AND ONE LINE DRAWING ARE CONFLICTING.
QUOTED PRICE IS VALID FOR THIS BILL OF MATERIAL ONLY. ANY CHANGES WILL RESULT IN A RE-QUOTE. ANY CHANGES TO THIS BILL OF MATERIAL WILL RESULT IN A REQUOTE.
WILL PROVIDE PRICES FOR INDIVIDUAL MISCELLANEOUS SAFETY SWITCHES NOT IN LOT PRICE. FUSES NOT INCLUDED IN LOT PRICE.

Customer Quotation



Phone: (-) - Fax: (-)

Project Name: LINCOLN POLICE SPJ Project Location: LINCOLN Customer Name: Q2C Number: 39862273 Quote Number: 1	Accessories Fuses NOT Included Overloads NOT Included Lamps NOT Included Lug Kits NOT Included
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Item Number	Quantity	Catalog Number / Details	Unit Price	Extended Price
001-00	1	Designation: MDP ILINE MB PNLB (INT,BOX,FRT) I-Line Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 65kA Fully Rated SPD 240kA per Phase/120kA per Mode SPD line to grd protect w/SPD Surge Counter w/SPD Dry Contacts Suitable For Use As Service Entrance UL Single Main: 1200AS/800AT/3P RG Circuit Breaker 100% Rated Main Trip Function: LSI Main Trip Unit: Standard Trip Unit Main Metering: PM8244 w/ Display Main Metering ACC: Ethernet Communications Main Metering ACC: PM I/O Module Digital-6 In, 2 Out Incoming Conductors: 1 - (4) 3/0 - 500kcmil AL Ground Bar Bus: Copper: Tin Plated 108" of Mounting Inches Type 1, Box: 86H x 56W x 9.5D Incoming: Bottom Trim: Surface with Door Box Cat No: HC4486DBPLL Front Cat No: HCR86TSD Ref. Drawing: PBA414 Type: HCR-U Feeders: 1 - 30A/3P FH 1 - 60A/3P FH 3 - 400AS/400AT/3P LG STD LI 1 - 200A/3P QG 4 - 225A/3P QG 4 - 250A/3P JG Prepared Space Optional Features: width dim Incl powerlogic meter PM8244 w/ Display In 14" aux section Ship Completely Assembled, Increase Left Gutter 14", Standard Solid Neutral, Standard Ground Bar, Standard Mains and Feeders Mechanically Restrained Standard Nameplate: Engraved as Follows Line 1: MDP Size: 3.50" Wide x 1.00" High (Std) Color: White Surface / Black Letters Plastic/Adhesive - Screw-on		

Estimated Ship Days (ARO): 30 Working Days

Customer Quotation



Phone: ()- Fax: ()-

Project Name: LINCOLN POLICE SPJ Project Location: LINCOLN Customer Name: Q2C Number: 39862273 Quote Number: 1	Accessories Fuses NOT Included Overloads NOT Included Lamps NOT Included Lug Kits NOT Included
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Item Number	Quantity	Catalog Number / Details	Unit Price	Extended Price
002-00	1	Designation: B NQ ML Panel (INTERIOR) NQ Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 42kA Feeders Series Rated w/ LG Circuit Breaker Main Lug Only: 400A Incoming Conductors: 1 - 1/0 - 750, (2) 1/0 - 350 kcmil Bus: Copper: Silver/Tin Plated CU Ground Bar 84 Circuit Interior Type 1,Box: 68H x 20W x 5.75D Incoming: Bottom Trim: Surface with Door Box Cat No: MH68 Front Cat No: NC68VS Ref. Drawing: PBA709A Feeders: 1 - 50A/3P QOB-VH 2 - 25A/3P QOB-VH 2 - 20A/3P QOB-VH 1 - 15A/3P QOB-VH 57 - 20A/1P QOB 1 - 30A/3P QOB-VH 2 - 20A/2P QOB Optional Features: Standard Panel (Box Ahead),Copper Solid Neutral,Copper Ground Bar Branch User Placement Standard Nameplate: Engraved as Follows Line 1: B Size: 3.50" Wide x 1.00" High (Std) Color: White Surface / Black Letters Plastic/Adhesive - Screw-on Estimated Ship Days (ARO): 15 Working Days		
032-00	1	Designation: B MH68 PANELBOARD ENCLOSURE/BOX TYPE 1 68H 20W Estimated Ship Days (ARO): 4 Working Days		
033-00	1	Designation: B NC68VS (TRIM) Trim Surface w/Door 68"H Estimated Ship Days (ARO): 15 Working Days		

Customer Quotation



Phone: ()- Fax: ()-

Project Name: LINCOLN POLICE SPJ Project Location: LINCOLN Customer Name: Q2C Number: 39862273 Quote Number: 1	Accessories Fuses NOT Included Overloads NOT Included Lamps NOT Included Lug Kits NOT Included
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Item Number	Quantity	Catalog Number / Details	Unit Price	Extended Price
008-00	1	Designation: C NQ ML Panel (INTERIOR) NQ Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 42kA Feeders Series Rated w/ LG Circuit Breaker Main Lug Only: 400A Incoming Conductors: 1 - 1/0 - 750, (2) 1/0 - 350 kcmil Bus: Copper: Silver/Tin Plated CU Ground Bar 84 Circuit Interior Type 1,Box: 68H x 20W x 5.75D Incoming: Bottom Trim: Surface with Door Box Cat No: MH68 Front Cat No: NC68VS Ref. Drawing: PBA709A Feeders: 2 - 40A/3P QOB-VH 1 - 30A/3P QOB-VH 5 - 25A/3P QOB-VH 1 - 20A/3P QOB-VH 3 - 15A/2P QOB 49 - 20A/1P QOB 1 - 20A/2P QOB Optional Features: Standard Panel (Box Ahead),Copper Solid Neutral,Copper Ground Bar Branch User Placement Standard Nameplate: Engraved as Follows Line 1: C Size: 3.50" Wide x 1.00" High (Std) Color: White Surface / Black Letters Plastic/Adhesive - Screw-on Estimated Ship Days (ARO): 15 Working Days		
034-00	1	Estimated Ship Days (ARO): 15 Working Days Designation: C MH68 PANELBOARD ENCLOSURE/BOX TYPE 1 68H 20W		
035-00	1	Estimated Ship Days (ARO): 4 Working Days Designation: C NC68VS (TRIM) Trim Surface w/Door 68"H Estimated Ship Days (ARO): 15 Working Days		

Customer Quotation



Phone: ()- Fax: ()-

Project Name: LINCOLN POLICE SPJ Project Location: LINCOLN Customer Name: Q2C Number: 39862273 Quote Number: 1	Accessories Fuses NOT Included Overloads NOT Included Lamps NOT Included Lug Kits NOT Included
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Item Number	Quantity	Catalog Number / Details	Unit Price	Extended Price
013-00	1	Designation: S1 NQ SPD Panel (INTERIOR) - A NQ Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 50kA Feeders Series Rated w/ JG Circuit Breaker SPD 240kA per Phase/120kA per Mode SPD line to grd protect w/SPD Surge Counter w/SPD Dry Contacts Single Main: 225A/3P JG Circuit Breaker Main Acc: Feed Thru Lugs Incoming Conductors: 1 - 3/0 - 350 kcmil Bus: Copper: Silver/Tin Plated CU Ground Bar 54 Circuit Interior Type 1, Box: 56H x 20W x 8.75D Incoming: Bottom Trim: Surface with Door Box Cat No: MH56D9 Front Cat No: NC56S Ref. Drawing: PBA707A Feeders: 1 - 70A/3P QOB-VH 1 - 20A/2P QOB-VH 1 - 35A/1P QOB 31 - 20A/1P QOB 1 - 30A/3P QOB-VH 1 - 15A/2P QOB-VH Optional Features: Standard Panel (Box Ahead), Copper Solid Neutral, SPD Model BIA, Copper Ground Bar Standard Nameplate: Engraved as Follows Line 1: S1 Size: 3.50" Wide x 1.00" High (Std) Color: White Surface / Black Letters Plastic/Adhesive - Screw-on Estimated Ship Days (ARO): 15 Working Days		
037-00	1	Estimated Ship Days (ARO): 15 Working Days Designation: S1 MH56D9 (BOX) - A NQ Standard TYPE 1 Box 56 H		
038-00	1	Estimated Ship Days (ARO): 15 Working Days Designation: S1 NC56S (TRIM) - A Trim Surface w/Door 56"H Estimated Ship Days (ARO): 15 Working Days		

Customer Quotation



Phone: (-)- Fax: (-)-

Project Name: LINCOLN POLICE SPJ Project Location: LINCOLN Customer Name: Q2C Number: 39862273 Quote Number: 1	Accessories Fuses NOT Included Overloads NOT Included Lamps NOT Included Lug Kits NOT Included
---	---

Item Number	Quantity	Catalog Number / Details	Unit Price	Extended Price
039-00	1	Designation: S1 NQ SPD Panel (INTERIOR) - B NQ Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 50kA Feeders Series Rated w/ JG Circuit Breaker Main Lug Only: 225A Incoming Conductors: 1 - 3/0 - 350 kcmil Bus: Copper: Silver/Tin Plated CU Ground Bar 54 Circuit Interior Type 1, Box: 38H x 20W x 8.75D Incoming: Top Trim: Surface with Door Box Cat No: MH38D9 Front Cat No: NC38S Ref. Drawing: PBA701A Feeders: 39 - 20A/1P QOB Optional Features: Standard Panel (Box Ahead), Copper Solid Neutral, SPD Model BIA, Copper Ground Bar Standard Nameplate: Engraved as Follows Line 1: S1 Size: 3.50" Wide x 1.00" High (Std) Color: White Surface / Black Letters Plastic/Adhesive - Screw-on Estimated Ship Days (ARO): 15 Working Days		
040-00	1	Estimated Ship Days (ARO): 15 Working Days Designation: S1 MH38D9 (BOX) - B NQ Standard TYPE 1 Box 38 H		
041-00	1	Estimated Ship Days (ARO): 15 Working Days Designation: S1 NC38S (TRIM) - B Trim Surface w/Door 38"H Estimated Ship Days (ARO): 15 Working Days		

Customer Quotation



Phone: (-) - Fax: (-)

Project Name: LINCOLN POLICE SPJ Project Location: LINCOLN Customer Name: Q2C Number: 39862273 Quote Number: 1	Accessories Fuses NOT Included Overloads NOT Included Lamps NOT Included Lug Kits NOT Included
---	---

Item Number	Quantity	Catalog Number / Details	Unit Price	Extended Price
023-00	1	SRVINAARCETO Eng Std - SC,TCC,AF & AF Bdy Lbl We are pleased to quote Short Circuit, Time Current Coordination, Arc Flash, & Arc Flash Labels (Brady) Studies per BOM and specifications with the following exception(s)/clarification(s). Exception(s): This quote does not include setting/testing overcurrent devices. Please contact QUOTES_SYSTEM_STUDIES/US/Schneider for a quote to set/test the breakers. This quote does not include label installation. Clarification(s): This quotation is for a power system study performed in accordance with the specification (number 26 05 73.10) The scope of work for this study is limited to new Square D brand equipment and pertinent existing equipment necessary for the analysis to be completed. Data collection shall be provided by the electrical contractor at no cost to Schneider Electric USA, Inc. If a SC analysis is included in the study scope, intent is to deliver a SC evaluation table prior to the date of equipment release to manufacturing. The completion of the analysis and report will typically be targeted around the ship dates of SWBD/MCC. Reports will be revised to reflect as-built conditions at no additional charge, provided the size and scope of the changes do not vary from the original design layout and the request is made within three months of study commissioning. Customer is responsible for supplying necessary data (see summary below) in order to complete the study. When provided with customer and utility contact information, we can assist in obtaining this data. The customer is responsible for communicating any changes that may impact the results of the analysis. *** If specific data is not received, the SC and TCC analyses will be performed based on a conservative set of assumptions (if applicable), AF will be excluded.*** Summary: Intended for SC & TCC (not all-inclusive); Summary: Intended for SC, TCC, & AF (not all-inclusive); 1. One-line diagram showing the scope of the system study. 2. All of the cable data - lengths, wire sizes, etc 3. The available short-circuit current from the power company at the point of supply.		

Customer Quotation



Phone: (-) Fax: (-)

Project Name: LINCOLN POLICE SPJ Project Location: LINCOLN Customer Name: Q2C Number: 39862273 Quote Number: 1	Accessories Fuses NOT Included Overloads NOT Included Lamps NOT Included Lug Kits NOT Included
---	---

Item Number	Quantity	Catalog Number / Details	Unit Price	Extended Price
		4. The main transformer information with primary fuse rating or breaker settings (ignore if Schneider Electric is supplying the transformer). 5. Generator electrical data and breaker(s) details if applicable. 6. Automatic transfer switch short-circuit current rating or catalog number if applicable. 7. Submittals for paralleling gear or equipment associated with the emergency or UPS system. 8. Description of starter type and location of any motors greater than 50HP. 9. Project study specifications (ignore if specifications were provided at the time we quoted this job). If the study needs to be converted before the equipment, please contact QUOTES_SYSTEM_STUDIES/US/Schneider to assist in conversion. Following devices included in study: Qty 1 Generators Qty 1 LV Disconnects over 100A Qty 1 LV Transformers Qty 2 LV ATS Switches Qty 6 Panelboards Sel Rev: (20180317/20180317) Tra Rev: 9/8/2017 11:59:24 AM/ 8/30/2017		
036-00	1	TRNOSSAFARC11 BASIC ELECTRICAL SAFETY & ARC FLASH AWARENESS		
027-00	1	Designation: RTU-1 H323NRB SW FUSIBLE 240V 100A 3P NEMA3R/NEUTRAL Enclosure Type: Type 3R Interrupting Rating (AIR): 100kA Fuse Capability: Class R Max System Voltage: 240 VAC Switch Current Rating: 100 Amp Number of Switching Poles: 3 Pole w/ Neutral Neutral Kit: Field or Factory Installed: Factory Ground Lug: AL/CU Ground Lug: Field or Factory Installed: Field Processed by ACE 2.0 - 102215		
028-00	1	Designation: RTU-1 GTK0810 KIT EQUIPMENT GROUND CU/AL		

Customer Quotation



Phone: (-) - Fax: (-)

Project Name: LINCOLN POLICE SPJ Project Location: LINCOLN Customer Name: Q2C Number: 39862273 Quote Number: 1	Accessories Fuses NOT Included Overloads NOT Included Lamps NOT Included Lug Kits NOT Included
---	---

Item Number	Quantity	Catalog Number / Details	Unit Price	Extended Price
029-00	1	Designation: RTU-1 H324NRB SWITCH FUSIBLE HD 240V 200A 3P NEUTRAL Enclosure Type: Type 3R Interrupting Rating (AIR): 100kA Fuse Capability: Class R Max System Voltage: 240 VAC Switch Current Rating: 200 Amp Number of Switching Poles: 3 Pole w/ Neutral Neutral Kit: Field or Factory Installed: Factory Ground Lug: AL/CU Ground Lug: Field or Factory Installed: Field Processed by ACE 2.0 - 102215		
030-00	1	Designation: RTU-1 PKOGTA2 EQUIP GRD ASSY 240V + 600V 100-200		
031-00	1	SLSEDC120 EMERGENCY LIGHTING DIMMER CONTROL 120V		

Panels + Generator
No Lighter Data

Chief Paul Adams

From: Tim Branham <Tim@usesupply.com>
Sent: Monday, September 11, 2017 8:28 AM
To: Paul Adams
Subject: RE: Electrical Items RFP
Attachments: Lincoln Police Base Bid.pdf; Alternate Adder.pdf

Paul,
We were not able to get pricing on a majority of the fixture list. Given that we've decided to pass on that.

Eaton did have a gear package and I have attached their specs.

Per attached base bid: \$17,900 net
Per attached alternate adder bid: \$24,500 net

Best regards,
Tim Branham
p: (800)-252-5101 | f: (217)-522-5026 | tim@usesupply.com

UNITED STATES ELECTRIC COMPANY

From: Paul Adams [mailto:policechief@lincolnil.gov]
Sent: Friday, September 08, 2017 1:35 PM
To: Tim Branham
Subject: Re: Electrical Items RFP

Tim,

Just checking, but I didn't receive a response for the products on the RFP. Were you guys still going to submit a bid?

Thanks,
Paul Adams
City of Lincoln

On Mon, Aug 28, 2017 at 3:25 PM, Tim Branham <Tim@usesupply.com> wrote:

Chief Paul Adams,

I have received your email. I have a couple questions which I've outline below.

1. Is this just a request for product pricing or is there an assumption of installation labor price?

(United States Electric Company is only an electrical distributor and only serves as a product supplier.)



Powering Business Worldwide

Detail Bill of Material

Project Name: Lincoln Police
General Order No:

Negotiation No: DC820425X7K9
Alternate No: 0002

Item No.	Qty	Product	Description
	1	Generator	GNT

Catalog No EGENX60GNAN

Qty	List of Materials
1	60KW 3600 RPM ALUM 3PH 120/208 NG
1	300A 3 Phase Service Entrance Automatic Transfer Switch, Nema 3R

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.



Powering Business Worldwide

Detail Bill of Material

Project Name: Lincoln Police
General Order No:

Negotiation No: DC820425X7K9
Alternate No: 0001

Item No.	Qty	Product	Description
	1	EESS Services	EESS Short Circuit and Coordination Studies: Arc Flash Hazard Analysis, Arc Flash Labels - Standard

- Qty List of Materials**
- 1 ESS Study-BidManager
 - 1 2 Weeks Lead Time for Data Request Submittal
 - 1 3-4 Weeks Lead Time for Study Completion
 - 1 Quoted by Bid Manager
 - 1 Arc Flash study
 - 1 Arc Flash Labels - Standard

Item No.	Qty	Product	Description
	1	Switchboards	Pow-R-Line C Switchboard, Front Access/ Front and Rear Align, Type 1, 208Y/120V 3-Phase 4-Wire, 1200 Copper, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA

Designation MDP

- Qty List of Materials**
- 1 Pow-R-Line C
 - 1 Service Entrance Label
 - 1 1200 Amp CU Distribution Structure
 - 14 Nameplate
 - 1 Digtrip 310+ LSI
 - 9 Thermal Mag Trip - Standard
 - 1 800A Adj, 3P [NGS-C 1200A Frame], Trip 800 A, 310+, (4) 4/0-500 kcmil, Mechanical, Bottom
 - 1 60A 3P [FD 225A Frame], Trip 60 A, Thermal Mag, (1) #14-1/0, Mechanical
 - 4 225A 3P [ED 225A Frame], Trip 225 A, Thermal Mag, (1) #4-4/0, Mechanical
 - 2 400A 3P [DK 400A Frame], Trip 400 A, Thermal Mag, (1) 2/0-500 kcmil, Mechanical
 - 1 200A 3P [ED 225A Frame], Trip 200 A, Thermal Mag, (1) #4-4/0, Mechanical
 - 1 30A 3P [FD 225A Frame], Trip 30 A, Thermal Mag, (1) #14-1/0, Mechanical
 - 4 3P [JD 250A Frame] Provision
 - 1 3P [ED 225A Frame] Provision

Item No.	Qty	Product	Description
	1	Panelboards	84 Circuits, 400A, Series Rated, 208Y/120V 3Ph 4W, Copper Bus, 42k AIC, 400A, MLO-Upstream DK[Top Fed], Surface Mounted

Catalog No P1A400LT84CH01
Designation B

- Qty List of Materials**
- 1 400A, MLO-Upstream DK
 - 2 20A, 3P BAB-H Branch Breaker
 - 3 25A, 3P BAB-H Branch Breaker
 - 3 20A, 2P BAB Branch Breaker
 - 1 30A, 3P BAB-H Branch Breaker



Powering Business Worldwide

Detail Bill of Material

Project Name: Lincoln Police
General Order No:

Negotiation No: DC820425X7K9
Alternate No: 0001

- Qty List of Materials
- 1 45A, 3P BAB-H Branch Breaker
- 57 20A, 1P BAB Branch Breaker
- 1 Copper Main Bus, 400 Amps
- 1 Std. Bolted Cu Ground Bar (Cu Cable Only)
- 1 Panel Nameplate - White with Black Letters
- 1 Type 1 Enclosure: EZB2090R
- 1 EZ Trim, Door In Door, Concealed Hardware: EZT2090S

Item No.	Qty	Product	Description
	1	Panelboards	84 Circuits, 400A, Series Rated, 208Y/120V 3Ph 4W, Copper Bus, 42k AIC, 400A, MLO-Upstream DK[Top Fed], Surface Mounted

Catalog No P1A400LT84CH01
Designation C

- Qty List of Materials
- 1 400A, MLO-Upstream DK
- 3 15A, 2P BAB Branch Breaker
- 1 20A, 3P BAB-H Branch Breaker
- 3 25A, 3P BAB-H Branch Breaker
- 1 20A, 2P BAB Branch Breaker
- 3 30A, 3P BAB-H Branch Breaker
- 49 20A, 1P BAB Branch Breaker
- 2 40A, 3P BAB-H Branch Breaker
- 1 Copper Main Bus, 400 Amps
- 1 Std. Bolted Cu Ground Bar (Cu Cable Only)
- 1 Panel Nameplate - White with Black Letters
- 1 Type 1 Enclosure: EZB2090R
- 1 EZ Trim, Door in Door, Concealed Hardware: EZT2090S

Item No.	Qty	Product	Description
	1	Panelboards	84 Circuits, 400A, Fully Rated, 208Y/120V 3Ph 4W, Copper Bus, 65k AIC, 350A, 3P DK Main Breaker[Top Fed], Surface Mounted

Catalog No P2A400BT84CH01
Designation S1

- Qty List of Materials
- 1 350A, 3P DK Main Breaker
- 1 70A, 3P GHB Branch Breaker
- 1 15A, 2P GHB Branch Breaker
- 2 20A, 2P GHB Branch Breaker
- 1 30A, 3P GHB Branch Breaker
- 72 20A, 1P GHQ Branch Breaker
- 1 Copper Main Bus, 400 Amps
- 1 Std. Bolted Cu Ground Bar (Cu Cable Only)
- 1 Panel Nameplate - White with Black Letters
- 1 Type 1 Enclosure: EZB2090R
- 1 EZ Trim, Door in Door, Concealed Hardware: EZT2090S

Item No.	Qty	Product	Description
	1	SPD	SPD

Catalog No SPD160208Y3K



Powering Business Worldwide

Detail Bill of Material

Project Name: Lincoln Police
General Order No:

Negotiation No: DC620425X7K9
Alternate No: 0001

Qty List of Materials
1 SPD, 160kA, 208Y, Std w/counter Pkg., NEMA 1 Enclosure

Item No.	Qty	Product	Description
	1	SPD	SPD
		Catalog No	SPD120208Y3K

Qty List of Materials
1 SPD, 120kA, 208Y, Std w/counter Pkg., NEMA 1 Enclosure

Item No.	Qty	Product	Description
	1	Safety Switches	Safety Switches
		Catalog No	DH323FRK
		Designation	RTU-1

Qty List of Materials
1 Ground Lug Kit : DS100GK (Field Installed)
1 Heavy Duty Switch - Fusible, 3-Pole, 240 VAC, 100 A, NEMA 3R

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

EESS Short Circuit and Coordination Studies

ESS Study-BidManager

Short-Circuit and Overcurrent Coordination Studies

Short circuit and overcurrent coordination studies would be detailed only for the proposed equipment supplied by the Eaton Corporation sales office and listed in the Bill of Material. Short circuit currents would be calculated and compared to the proposed equipment ratings down to the low voltage panelboards. Overcurrent coordination plots and recommended settings would be provided for the proposed Eaton Corporation adjustable-trip protective devices. In order to minimize the number of short circuit bus nodes and coordination plots, similar documentation may be used for system redundancy. The accuracy and delivery of the study are greatly dependent upon timely receipt of accurate field information provided by others.

Selective Coordination Analysis is NOT included.

Selective Coordination Analysis of Elevators, Emergency Systems, Legally Required Standby Systems, and Critical Operations Power Systems per the 2011 NEC requirements (detailed in Articles 517.26, 620.62, 700.27, 701.27, and 708.54) is NOT included in the scope of work.

Arc Flash Study

The arc flash analysis will be conducted for the proposed equipment supplied by the Eaton sales office and listed in the Bill of Materials. EESS power system engineers will complete the Arc Flash Hazard Analysis in accordance with the procedures stated in NFPA 70E and IEEE Std 1584. The analysis is performed in conjunction with the short circuit and protective coordination studies. Fault current momentary duty and protective device clearing times are required to perform the arc flash hazard analysis and will be obtained from the Short Circuit and Protective Device Coordination studies. Results of the arc flash hazard analysis are used to define the flash boundary and the incident energy at electrical distribution equipment locations as defined by the scope of work. Safe working distances will be specified for calculated fault locations based upon the calculated arc flash boundary considering an incident energy of 1.2 cal/cm². If the calculated incident energy at some locations reveals hazard risk levels that may be unacceptable for this facility, further investigation, outside the scope of this study, is recommended to determine the most effective means of reducing the incident energy while maintaining the highest desired degree of reliability.

Arc Flash Labels - Standard

Our standard label reflects the latest requirements listed in NFPA 70E and CSA Z462. One Arc flash warning label will be provided for each panelboard, motor control center, switchboard, switchgear, and MV switch included in the scope of work. Labels will be 4 in. x 4 in. thermal transfer type label of high adhesion polyester for each work location analyzed and will be machine printed, with no field markings. The label shall have an orange header with

The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.	PREPARED BY	DATE	Eaton		
	CHRIS ALLEN	8/28/2017	JOB NAME	Lincoln Police	
	APPROVED BY	DATE	DESIGNATION		
	VERSION		TYPE	DRAWING TYPE	
	1.0.0.0		CHESS_ST	Customer Appr.	
NEG-ALT Number	REVISION	DWG SIZE	G.D.	ITEM	SHEET
DC820425X7K9-0001		A			1 of 3

the wording, "WARNING: SHOCK & ARC FLASH HAZARD", and shall include the following:

- * Location designation
- * Nominal voltage
- * Arc flash boundary
- * Calculated incident energy
- * Working distance
- * Limited approach boundary
- * Restricted approach boundary
- * Engineering report number, revision number and issue date.

Study Lead Times

Lead time for data request = within 2 weeks of receipt of one-line, specifications, detailed bill of material, and vista order paper. Lead time for final study results = 3-4 weeks after all remaining data received, including equipment submittals and answers to data request.

Eaton's quotation is based on the specific overcurrent protective device frame sizes shown on the contract drawings unless specifically listed otherwise in our Bill of Material. Where only circuit breaker trip sizes and/or fuse sizes are shown on the contract drawings, Eaton's quotation is based on the minimum frame size breaker or fusible switch which can accommodate those trip sizes/fuse sizes unless specifically listed otherwise in our Bill of Material.

Protective devices will have short circuit interrupting ratings as indicated in the contract documents unless specifically listed otherwise in our Bill of Material.

Where Selective Coordination requirements are specified in the contract documents and/or are required by the legally adopted version of the National Electrical Code (NEC) or other codes, a short circuit study indicating the fault current at each bus and a selective coordination study is required.

If Eaton is to perform the short circuit/coordination study, this will be performed at an appropriate price addition, unless a short circuit/coordination study is already specifically listed in our Bill of Material as included.

The study will determine if there are any situations or devices which do not comply with selective coordination requirements of the legally adopted version of the National Electric Code. It is the project design engineer's responsibility to propose changes needed for upgrading of protective device type or frame size to meet Selective Coordination requirements.

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	CHRIS ALLEN	8/29/2017	JOB NAME	Lincoln Police	
	APPROVED BY	DATE	DESIGNATION		
	VERSION		TYPE	DRAWING TYPE	
	1.0.0.0		CHESS_ST	Customer Appr.	
NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET
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If desired, at an appropriate price addition, Eaton can assist the design engineer in developing the most economically feasible changes to the design and/or equipment to meet code requirements. These upgraded changes in type or frame size will only be supplied at an appropriate price increase.

Notes:

- 1) Eaton will not be responsible for any costs associated with required additional physical space, additional equipment, or extra installation requirements because of the increased size or required extra equipment.

Notes:

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	CHRIS ALLEN	8/28/2017	JOB NAME	Lincoln Police	
	APPROVED BY	DATE	DESIGNATION		
	VERSION		TYPE	DRAWING TYPE	
	1.0.0.0		CHESS_ST	Customer Appr.	
NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET
DC820425X7K9-0001		A			3 of 3

Switchboard General Information

Pow-R-Line C - Specifications

Quantity: 1

Alignment: Front Access/ Front and Rear Align

Service: 208Y/120V 3-Phase 4-Wire

Minimum Interrupt Rating: 65 kA

Bus Specifications

Bus Amps: 1200

Bus Bracing Rating: 65kA

Neutral Amps: 1200

Bus Material: Copper

Heat Test

Ground Bus Material: Copper .25 X 1.5 Ground Bus Bolted To Frame,
(1) #6-350 kcmil Ground Lug

Incoming Information

Incoming Entry: Bottom

Incoming Location: Left

Incoming Qty & Size: Terminals, Mechanical, (4) 4/0-500 kcmil, Bottom

Structure Specifications

Service Entrance

Enclosure Type: Type 1

Enclosure properties

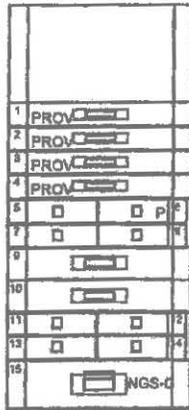
Struct #

1

Description/Modifications

Bottom Incoming chassis mounted main device (Incoming Main Device/
MLO Section)

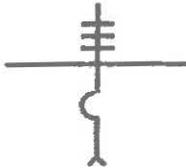
The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.	PREPARED BY	DATE	Eaton SumterSC		
	CHRIS ALLEN	8/29/2017			
	APPROVED BY	DATE	JOB NAME	Lincoln Police	
			DESIGNATION	MDP	
	VERSION		TYPE	DRAWING TYPE	
	8.0.20.0		Switchboards	CustAppr	
NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET
DC820425X7K9-0001	0	DwgA			1 of 4



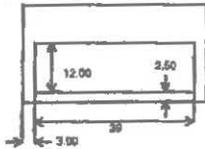
Front View

Struct	1	*
Depth	24	
Width	45	

Power Flow



Floor Plan Rear



Total of 1 Structures, Total Weight of 856 Weight-Lbs.
Total of 1 Structures, Total Width of 45 Inches

Structure	1				
Shp-Inches	45.00				
Shp-MM	1143				
Wdth-Inches	45.00				
Wdth-MM	1143				
Depth(Inner)-In.	24.00				
Depth(Inner)-MM	609				
Depth(Outer)-In.	24.00				
Depth(Outer)-MM	609				
Height-Inches	80.00				
Height-MM	2286				
Weight-Lbs.(Est.)	856				
Weight-Kg.(Est.)	388				

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PREPARED BY CHRIS ALLEN	DATE 8/28/2017	Eaton		SumterSC	
APPROVED BY	DATE	JOB NAME Lincoln Police	MDP		
VERSION 8.0.20.0	DESIGNATION Switchboards	DRAWING TYPE CustAppr			
NEG-ALT Number DC820425X7K9-0001	REVISION 0	DWG SIZE DwgA	G.O.	ITEM	SHEET 2 of 4

Switchboard Units Information

Str#	Unit	Description/Modifications	Nameplate
1	1	Feeder Breaker - Chassis Mtd-3P [JD 250A Frame] Provision Neutral Terminal, (1) #6-350 kcmil	
	2	Feeder Breaker - Chassis Mtd-3P [JD 250A Frame] Provision Neutral Terminal, (1) #6-350 kcmil	
	3	Feeder Breaker - Chassis Mtd-3P [JD 250A Frame] Provision Neutral Terminal, (1) #6-350 kcmil	
	4	Feeder Breaker - Chassis Mtd-3P [JD 250A Frame] Provision Neutral Terminal, (1) #6-350 kcmil	
	5	Feeder Breaker - Chassis Mtd-225A 3P [ED 225A Frame], Trip 225A., Thermal Mag Terminals, Mechanical, (1) #4-4/0 Neutral Terminal, (1) #6-350 kcmil	
	6	Feeder Breaker - Chassis Mtd-3P [ED 225A Frame] Provision Neutral Terminal, (1) #6-350 kcmil	
	7	Feeder Breaker - Chassis Mtd-200A 3P [ED 225A Frame], Trip 200A., Thermal Mag Terminals, Mechanical, (1) #4-4/0 Neutral Terminal, (1) #6-350 kcmil	
	8	Feeder Breaker - Chassis Mtd-30A 3P [FD 225A Frame], Trip 30A., Thermal Mag Terminals, Mechanical, (1) #14-1/0 Neutral Terminal, (1) #14-1/0	
	9	Feeder Breaker - Chassis Mtd-400A 3P [DK 400A Frame], Trip 400A., Thermal Mag Terminals, Mechanical, (1) 2/0-500 kcmil Neutral Terminal, (1) #4-500 kcmil	
	10	Feeder Breaker - Chassis Mtd-400A 3P [DK 400A Frame], Trip 400A., Thermal Mag Terminals, Mechanical, (1) 2/0-500 kcmil Neutral Terminal, (1) #4-500 kcmil	
	11	Feeder Breaker - Chassis Mtd-225A 3P [ED 225A Frame], Trip 225A., Thermal Mag Terminals, Mechanical, (1) #4-4/0 Neutral Terminal, (1) #6-350 kcmil	
	12	Feeder Breaker - Chassis Mtd-225A 3P [ED 225A Frame], Trip 225A., Thermal Mag	

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	CHRIS ALLEN	8/29/2017	SumterSC		
	APPROVED BY	DATE	JOB NAME	Lincoln Police	
			DESIGNATION	MDP	
	VERSION		TYPE	DRAWING TYPE	
	8.0.20.0		Switchboards	CustAppr	
NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET
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Terminals, Mechanical, (1) #4-4/0
 Neutral Terminal, (1) #6-350 kcmil

13 Feeder Breaker - Chassis Mtd-60A 3P [FD 225A Frame], Trip 60A., Thermal Mag
 Terminals, Mechanical, (1) #14-1/0
 Neutral Terminal, (1) #14-1/0

14 Feeder Breaker - Chassis Mtd-225A 3P [ED 225A Frame], Trip 225A., Thermal Mag
 Terminals, Mechanical, (1) #4-4/0
 Neutral Terminal, (1) #6-350 kcmil

15 Main Breaker - Chassis Mtd-800A Adj, 3P [NGS-C 1200A Frame], Trip 800A., 310+, 100 % rated,
 LSI
 Terminals, Mechanical, (4) 4/0-500 kcmil, Bottom
 Neutral Terminal, (4) #4-500 kcmil

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

PREPARED BY CHRIS ALLEN	DATE 8/29/2017	Eaton		SumterSC	
APPROVED BY	DATE	JOB NAME Lincoln Police	MDP		
VERSION 8.0.20.0	TYPE Switchboards	DRAWING TYPE CustAppr			
NEG-ALT Number DC820425X7K9-0001	REVISION 0	DWG SIZE DwgA	G.O.	ITEM	SHEET 4 of 4

General Information: Surge Protection Device

CATALOG NUMBER:	SPD160208Y3K
DEVICE:	SPD Series
SURGE RATING:	160 kA
PER MODE SURGE RATING:	80 kA
VOLTAGE:	208 VAC
WIRING:	(4W+G)
ENCLOSURE:	NEMA 1
PROTECTION MODES:	10 Modes

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

	PREPARED BY CHRIS ALLEN	DATE 8/29/2017	Eaton		
	APPROVED BY	DATE	JOB NAME Lincoln Police		
	VERSION 1.0.0.0		TYPE Surge Protection Device	DRAWING TYPE Customer Appr.	
NEG-ALT Number DC820426X7K9-0001	REVISION 0	DWG SIZE A	G.O.	ITEM	SHEET 1 of 1

General Information: Surge Protection Device

CATALOG NUMBER:	SPD120208Y3K
DEVICE:	SPD Series
SURGE RATING:	120 kA
PER MODE SURGE RATING:	60 kA
VOLTAGE:	208 VAC
WIRING:	(4W+G)
ENCLOSURE:	NEMA 1
PROTECTION MODES:	10 Modes

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

	PREPARED BY CHRIS ALLEN	DATE 8/29/2017	Eaton		
	APPROVED BY	DATE	JOB NAME Lincoln Police		
	VERSION 1.0.0.0		TYPE Surge Protection Device	DRAWING TYPE Customer Appr.	
NEG-ALT Number DC620425X7K9-0001	REVISION 0	DWG SIZE A	G.D.	ITEM	SHEET 1 of 1

Safety Switch General Information

Global Specifications

System Voltage	240 VAC
Switch Type	Single Throw - Heavy Duty
Poles/Blades	3-Pole
Amperage	100
Protection	Fusible with No Neutral
Enclosure Type	NEMA 3R
Fuse Clips	Standard
Switch Lugs	Standard
Fungus Proof Treatment	N
Lock-On Provision	N
Fuse Pullers	N
Control Pole	N
Ground Lugs	Standard
Stainless Mechanism	N
Mill Duty	N

Nameplate

Field Installed Kits

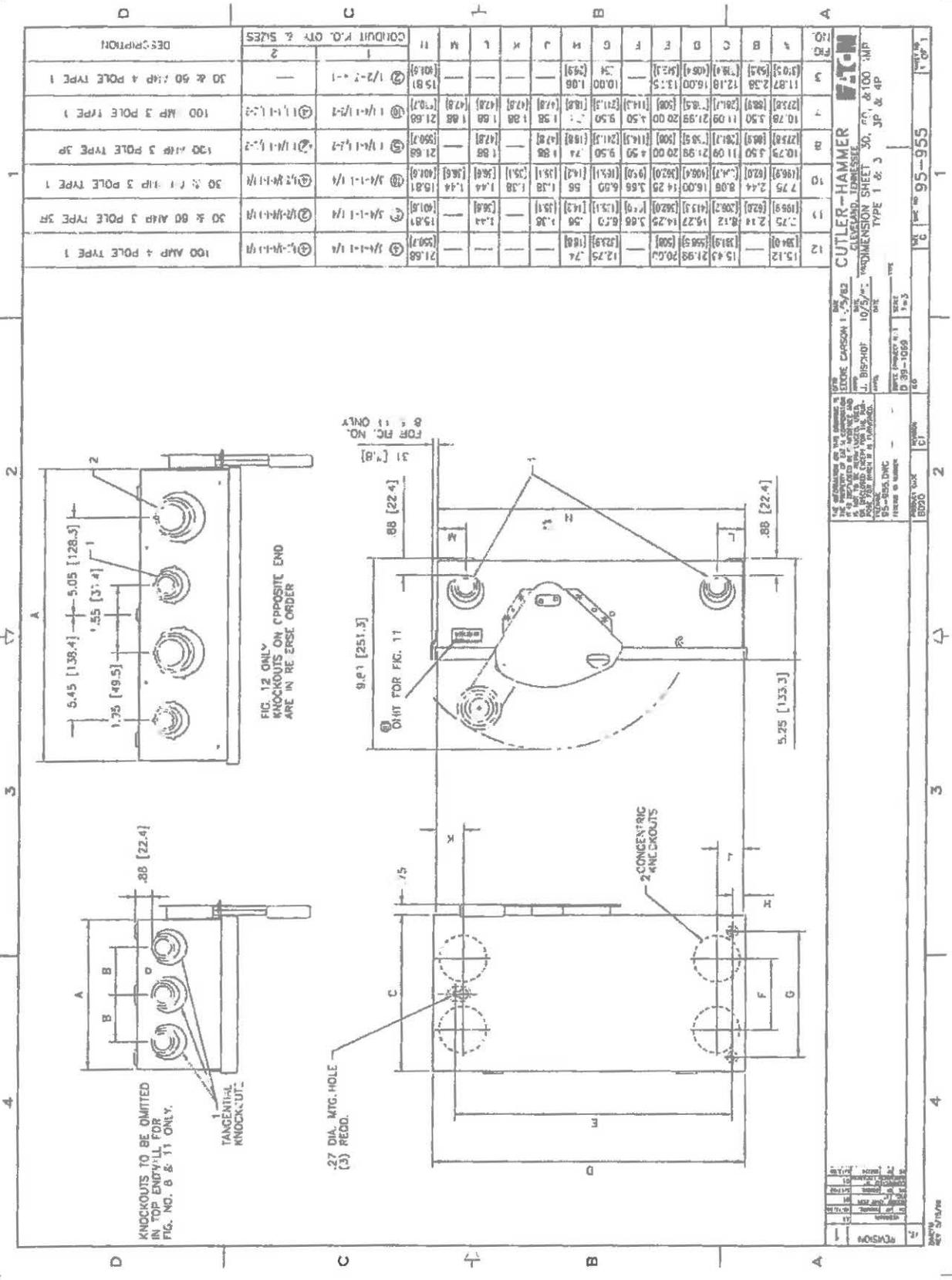
QUANTITY	DESCRIPTION
1	Ground Lug Kit : DS100GK (Field Installed)

Safety Switch Catalog No.

DH323FRK

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.	PREPARED BY CHRIS ALLEN	DATE 8/29/2017	Eaton		
	APPROVED BY	DATE	JOB NAME Lincoln Police	DESIGNATION RTUJ-1	
	VERSION 1.0.0.1	TYPE Safety Switch General Information	DRAWING TYPE Customer Appr.		SHEET 1 of 1
NEG-ALT Number DC820425X7K9-0001	REVISION 0	DWG SIZE A	G.O.	ITEM	SHEET 1 of 1

GO/NEG-AK-Date: DC820425X7K9-0001-8/29/2017		Job Name: Lincoln Police
Item Number:	Catalog Number: DH323FRK	Designation: RTU-1



REVISED BY	DATE	REASON
1	10/29/17	REVISED TO MATCH
2	10/29/17	REVISED TO MATCH
3	10/29/17	REVISED TO MATCH
4	10/29/17	REVISED TO MATCH

FOR P.C. NO. 8 & 11 ONLY

DATE: 10/29/17
DRAWN BY: J. BISHOP
CHECKED BY: E. CARSON
SCALE: 1:1
SHEET NO. 1 OF 3

PROJECT: CUTLER-HAMMER
CUTLER-HAMMER
CLEVELAND, OHIO
TYPE 1 & 3
3P & 4P

FIG. NO. 95-955



Powering Business Worldwide

Detail Bill of Material

Page 1 of 1

Project Name: Lincoln Police
General Order No:

Negotiation No: DC820425X7K9
Alternate No: 0002

Item No.	Qty	Product	Description
	1	Generator	GNT
		Catalog No	EGENX60GNAN
	Qty	List of Materials	
	1	60KW 3600 RPM ALUM 3PH 120/208 NG	
	1	300A 3 Phase Service Entrance Automatic Transfer Switch, Nema 3R	

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE PAUL ADAMS



DEPUTY CHIEF MATTHEW VLAHOVICH

To: City Clerk, Peggy Bateman
From: Chief of Police, Paul Adams *PKA 9/11/17*
Meeting Date: September 12, 2017

Re: New Police Station Personnel Locker Bid Award

Background

With the new police station the Lincoln Police Department will be providing personnel lockers for officers to store uniforms, clothing, and equipment. We currently have 27 total staff, however administration and investigations have designated storage in their offices so we are only request 24 lockers at this time for our patrol officers, 21 for the men's locker room and 3 for the women's locker room. There is plenty of room in the locker rooms for additional lockers may the need arise.

Analysis/Discussion

We received three bids:

Salsbury Industries	\$9,696.24
Bradford Systems	\$23,807.00
Ellis System	\$33,210.00

Salsbury does not meet the specifications that were listed including a bench and pull out drawer, did not include installation, and did not provide the necessary paperwork as required. Salsbury quote should be eliminated from the decision.

Bradford Systems was the low bid based on the request and provided more than what was requested including 84" tall lockers and full lovers for ventilation. Bradford provided full designs and mockups of the area.

Fiscal Impact

This will be included in the soft costs for the new police station to be financed.

COW Recommendation

Place on Council Agenda for September 18, 2017 to approve the bid for personnel lockers in the new police station to Bradford Systems.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: September 12, 2017

RE: **2017 Sidewalk Replacement Project**

Background

Each year the Lincoln Street Department organizes a Sidewalk Replacement Project to help improve and maintain city sidewalks. These projects also enhance safety and provide a better experience for citizens and visitors as they walk through our city.

Joe Adams with Farnsworth Group Inc. is the engineer that oversees and provides recommendations what our targets should be and how to get the most out of our budget for the program. Mr. Adams also provides project cost estimates, specifications and oversees the bidding and construction process.

The sidewalks and curbs targeted for replacement are chosen according to how heavily they are traveled and who is using them.

Analysis/Discussion

The budget for this year's project is \$125,000.00. The bid opening took place September 7, 2017, five companies submitted bids for the project. Kenney Contractors Inc. of Raymond IL. Had the lowest overall bid including the base and alternate bid at \$77,644.42. This leaves a balance of \$47,355.58, in the budget of the project. The contractor has verbally agreed to hold their unit prices if we add more targets to utilize the remaining \$47,355.58 for the project.

COW Recommendation

Place the 2017 Sidewalk Replacement bid from Kenney Contractors on the agenda for the City Council meeting September 18, 2017.

Council Recommendation:

Approve the bid from Kenney Contractors Inc. also the addition of other targets with a total cost not to exceed \$125,000.00.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Tim Ferguson, Wastewater Treatment Manager

MEETING

DATE: September 12, 2017

RE: **Design Contract for Union Street Lift Station**

As a part of the Long Term Control Plan, the Union Street Lift Station is scheduled to be replaced and upsized to accommodate the storm flow it receives. The first step in the process will be to design around the data that has been collected over the last three years.

Analysis/Discussion

The project has been approved as part of the LTCP and is now required by the IL EPA to address the Combined Sewer Overflows at this structure. The pump station is currently sized to handle dry weather flow, but when large rains occur, will overflow into Brainard's Branch.

At this time, we have had many conversations with CMT and believe we have a concept on a design of the station that will not only bring us into compliance with Environmental Regulations, but will also be a long life piece of infrastructure that should be easy and less costly to maintain over the long term.

Best case scenario is that this will take 6 months to complete the design and submit to IL EPA for their review. Once approved and funding secured, the City of Lincoln may bid out sometime in 2018 for a fall construction.

With the facilities plan and SRF loan, this project will be packaged with overall loan regarding the LTCP and paid back according to terms of that loan.

Financial

The design was expected and budgeted for this fiscal year.

COW Recommendation

Recommend to approve design contract with Crawford, Murphy and Tilly for a not to exceed cost of \$260,000.

Council Recommendation:

Approve design contract with Crawford, Murphy and Tilly for a not to exceed cost of \$260,000.

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between City of Lincoln, whose address is 700 Broadway Street, Lincoln, Illinois 62656 hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Services for designing a new Union Street pumping station to replace the current pump station. Pump station details shall be in general conformance with the previously submitted Long Term Control Plan (LTCP). Pump station details will be worked out in the design development stage.

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

The **ENGINEER** shall provide assistance to the **CLIENT** as outlined in Exhibit A, Scope of Services. The Scope of Services and associated costs are estimated at **\$260,000**. The **ENGINEER** shall not exceed the estimated fee without the expressed written authorization from the **CLIENT**. The **ENGINEER** shall inform the **CLIENT** on a monthly basis of the progress/status of work and the associated cost. The **ENGINEER** shall inform the **CLIENT** in writing, if the fee is reached and shall not continue work until the **CLIENT** authorizes additional fee.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2017.

CLIENT:
CITY OF LINCOLN, ILLINOIS
(Client Name)

(Signature)

(Name and Title)

ENGINEER:
CRAWFORD, MURPHY & TILLY, INC.

(Signature)

Bernard D. Held – Senior Vice President
(Name and Title)

CMT Job No. _____

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, no matter the number of or amount of such claims, suits, or judgments.

8. Risk Allocation – Check box if this provision does not apply.

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
EFFECTIVE JANUARY 1, 2017

Classification	Regular Rate Per Hour	Overtime Rate Per Hour
Principal	\$ 200	\$ 200
Senior Project Engineer/Manager	\$ 195	\$ 195
Project Engineer/Manager/Architect	\$ 165	\$ 165
Senior Engineer/Architect	\$ 135	\$ 155
Senior Technical Manager	\$ 125	\$ 145
Senior Planner/GIS Specialist	\$ 115	\$ 135
Engineer/Architect	\$ 115	\$ 135
Planner/Technical Manager	\$ 80	\$ 100
Land Surveyor	\$ 135	\$ 155
Senior Technician	\$ 125	\$ 145
Technician II	\$ 100	\$ 120
Technician I	\$ 75	\$ 90
Administrative Assistant/Accountant	\$ 50	\$ 60

If the completion of services on the project assignment requires work to be performed on an overtime basis, overtime rates will apply and the fee will be adjusted to include the additional premium costs. These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2018.

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job related expenses directly attributable to the performance of services. A usage charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, GPS equipment, robotic total station or other similar specialized equipment are used directly on assignments.

Professional or subconsultant services furnished to the Crawford, Murphy & Tilly, Inc. by another company shall be invoiced at actual cost plus ten percent.

MEMORANDUM

TO: Mayor Seth Goodman and Members of the City Council

FROM: Wes Woodhall, Building and Safety Official

DATE: September 7th, 2017

SUBJECT: Consideration to Approve Lease Agreement with Amtrak for Lincoln Station Building Usage

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

As part of the property Lincoln High Speed Rail project the Lincoln City Attorney and former City Administrator have worked with Amtrak to provide a lease agreement for Amtrak's usage of the new Waiting Station building.

Please see attached Agreement.

DISCUSSION/OBSERVATION

The City Attorney and former City Administrator believe Amtrak has made all revisions to the Lease they are willing to make at this time. If the City Council would like to continue Amtrak service in the City, this is the lease they should approve to do so.

COW RECOMMENDATION:

Place the on the Council's agenda for September 18th.

No actions on the part of Amtrak relating to this lease shall be interpreted as committing Amtrak to enter into a lease or require Amtrak to occupy the building or use the station. You are hereby notified that Amtrak entering into any lease is subject to: (i) a formal corporate approval process; (ii) the leased premises complying with all requirements of Amtrak for a particular station (including compliance with the Americans with Disabilities Act and all other applicable laws and regulations); and (iii) a determination by Amtrak to provide service to said station. The form of lease is subject to change until executed (and please note that Amtrak's promulgated lease form is regularly updated to meet Amtrak's changing governmental obligations and corporate objectives). Amtrak shall not be responsible or liable to the City or any other party for consequential damages which may be alleged as a result of this draft lease, any preliminary term sheet(s) that may have been disseminated in connection herewith or any transaction contemplated hereby.

LEASE AGREEMENT
(Lincoln Station)

This Lease Agreement ("Lease") is made and entered into as of this _____ day of _____, 2016, by and between the CITY of LINCOLN, a municipal corporation ("LESSOR"), and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the former Rail Passenger Service Act and the laws of the District of Columbia, with offices at 30th Street Station, 5th Floor South Tower, Philadelphia, PA 19104 ("AMTRAK").

BACKGROUND

LESSOR owns certain real property in the City of Lincoln, Illinois, located at _____, which property is to be commonly known as **Lincoln Station ("Station")**, being more particularly shown on **Exhibit "A"**, attached hereto and made a part hereof; and

AMTRAK desires to lease a portion of the Station as defined in Section 1 below.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, LESSOR and AMTRAK do hereby agree as follows:

1. **PREMISES**

a. LESSOR hereby leases to AMTRAK and AMTRAK leases from LESSOR, for the "Term" (as defined below), and pursuant to the terms and conditions set forth herein _____ square feet of space in the Station as delineated on the plan attached and incorporated herein as **Exhibit "B"**, attached hereto and made a part hereof ("Premises").

b. LESSOR also hereby grants to AMTRAK, its employees, agents, licensees, contractors, passengers and invitees, the nonexclusive right in common with LESSOR and all others designated by LESSOR for the use of the common areas and common facilities in the Station and on the land on which the Station is located. The Station and the

land on which it is located and the "Common Areas" (as defined below) are collectively referred to herein as the "Property". Common areas include sidewalks, plazas, parking areas, driveways, hallways, stairways, elevators, public bathrooms, loading docks (if any), common entrances, lobbies, platforms (to the extent owned or leased by LESSOR), other public portions of the Property and the pipes, ducts, conduits, wires and appurtenant meters and equipment serving the Premises ("Common Areas").

2. TERM

a. The initial term of this Lease shall be for twenty (20) years ("Term") commencing on the date set forth in the Declaration of Commencement ("Declaration") executed by LESSOR and accepted in writing by AMTRAK in the form attached hereto as Exhibit "C" ("Commencement Date"). The Term will end twenty (20) years thereafter, unless (a) sooner terminated (i) by AMTRAK giving thirty (30) days' prior written notice to LESSOR that AMTRAK's rail passenger service to the City of Lincoln, Illinois will relocate or cease or (ii) in the event LESSOR elects not to rebuild the Station as provided in paragraphs 13 and 14 in this Lease or (b) extended by AMTRAK as provided below.

b. On or about the Commencement Date, LESSOR shall execute and deliver to AMTRAK the aforesaid Declaration. AMTRAK shall promptly execute such Declaration confirming the Commencement Date and return such to LESSOR.

c. AMTRAK shall have the option to extend the Term of this Lease for four (4) additional five (5) year term(s) by giving notice of its intent to exercise this option at least sixty (60) days before the end of the then current term. Any extended term shall be upon all the same terms and conditions as set forth in this Lease and such extension shall be included as part of the Term.

3. FEE

AMTRAK shall pay a fee in the amount of One Dollar (\$1.00) per Term ("Fee"), receipt of the Fee is hereby acknowledged by LESSOR.

4. USE

AMTRAK may occupy and use the Premises for any lawful purpose reasonably related to the operation of a rail passenger station and AMTRAK's business operations, including ticketing, waiting area for passengers, related mail, package, baggage, and express services and office, mechanical and/or engineering facilities, bus service contracted for by AMTRAK to provide connecting service and operations incidental to AMTRAK's business. Operations incidental to Amtrak's business shall include (but not be limited to) retail use for the convenience of AMTRAK's passengers, such as newsstands, coffee stands, ATMs and beverage and snack vending machines (all uses set forth in this Section shall collectively be referred to as "USE"). AMTRAK shall have the ability to assign or sublet portions of the Premises to third parties for any permitted USE (having the meaning ascribed to such term hereinabove).

5. PARKING

AMTRAK shall have the exclusive right to use, free of charge, _____ () reserved parking spaces in the parking area located at the Property as shown on Exhibit "A", attached hereto and made a part hereof.

6. HOURS OF OPERATION

AMTRAK shall have the right to keep the Premises open at all such times as it desires.

7. UTILITIES

Except as provided for in this Section, LESSOR shall make all arrangements and installations for the provision of and pay for all utilities necessary for AMTRAK's occupancy and use of the Premises. If LESSOR causes the Premises to be metered for the actual utility consumption by AMTRAK, AMTRAK shall pay for the costs of such utility consumption directly to the providing utility, providing LESSOR has made arrangements for, installed and paid for such utility lines. Utilities shall include, but not be limited to, water, gas, electric, phone, and cable/internet.

8. INTENTIONALLY DELETED

9. SIGNS

AMTRAK's business signs and signs needed for security, passenger information display system including audio and visual components ("PIDS") or ADA compliance or other signs required for AMTRAK to be in compliance with any laws, statutes, regulations or government requirements, including the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.) ("ADA") are deemed approved by LESSOR ("Business Signs"). AMTRAK may keep and maintain Business Signs on the Property throughout the Term of this Lease. All other signs shall not be erected without the prior approval of LESSOR, which approval shall not be unreasonably denied, delayed or conditioned. AMTRAK shall not erect or install any sign in the Station that violates any applicable law, ordinance, rule or regulation of any Federal agency.

10. MAINTENANCE, REPAIR AND SERVICES

a. Except as otherwise specifically provided herein, LESSOR, at its sole cost and expense, shall be responsible for the maintenance, repair and upkeep of the Property, including the maintenance, repair, replacement and alteration of the interior and exterior of the Station and all fixtures, equipment, components and systems that are a part of the Station or necessary to and for the operation of the Station and AMTRAK's use and occupancy of its Premises, including structural and roof repairs and maintenance and exterior landscaping, paving and maintenance.

b. LESSOR shall pay all costs, expenses, fees, taxes and sums related to its ownership, operation and maintenance of the Station before delinquency.

c. LESSOR shall provide at its expense:

(i) Heating, ventilation and air conditioning ("HVAC") for the Station, including the Premises, during all hours of scheduled passenger train (and bus) operations, to maintain temperatures in the interior portions of the Station at commercially reasonable levels, provided that in no event shall LESSOR maintain heating settings below 68 degrees DB. or air conditioning settings above 72 degrees DB. 50 % relative humidity, as appropriate depending on the outside weather conditions. At the Lease Commencement, AMTRAK shall provide to the LESSOR a written schedule of AMTRAK's then current passenger train operations. Throughout the Term, AMTRAK shall keep a current written schedule of AMTRAK's passenger train operations at the Station and available for LESSOR's review upon LESSOR's

request. LESSOR may stop the heating and cooling systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, which, in the reasonable judgment of LESSOR, are desirable or necessary. LESSOR agrees to make any necessary repairs, alterations, replacements or improvements to the heating and cooling systems as quickly as possible, with due diligence, and with the minimum interference with AMTRAK's use of the Premises.

(ii) Janitorial services to the Property (including the Premises), if required by AMTRAK;

(iii) Hot and cold water sufficient for drinking, lavatory, toilet and ordinary cleaning purposes to be drawn from approved fixtures in the Premises or Common Areas;

(iv) Electricity to the Premises in quantities necessary for AMTRAK's purposes and use permitted hereunder and lighting of uniform illumination of an intensity equal to no less than 50 foot-candles;

(v) Replacement of lighting tubes, lamp ballasts, starters and bulbs;

(vi) Extermination and pest control as often as may be deemed necessary in the exercise of prudent management practices, and in no event less than semi-annually. To the greatest extent possible, such work shall be performed at times other than when passenger train and bus operations are scheduled;

(vii) Maintenance, cleaning and upkeep of Common Areas in a first-class manner. Such maintenance shall include, without limitation, cleaning, HVAC, illumination, repairs, replacements, lawn care and landscaping;

(viii) A building manager or engineer capable of responding to AMTRAK's requests for service within two (2) hours during all times when AMTRAK's passenger train (and bus) operations are scheduled.

(ix) Security which shall include at a minimum: (1) police officer patrol of the property intermittently; and (2) closed circuit cameras, installed and operational for the waiting station with capability of live monitoring.

d. LESSOR shall cause utilities (, electricity, water, sewer, etc.) to be supplied to the Property sufficiently for the operation of a first-class commercial facility, including provision of such utilities to the Premises at levels and in amounts sufficient for AMTRAK's use and occupancy of the Premises as provided in Section 4 and Section 7 of this Lease.

e. AMTRAK shall be responsible for the maintenance and repair of any trade fixtures, equipment or other personal property of AMTRAK located on or within the Premises and charges for any services for AMTRAK's sole use and benefit arranged for by AMTRAK separately from the services provided by or to be provided by LESSOR under this Lease.

f. Notwithstanding anything to the contrary in this Lease, if LESSOR fails in any of its obligations under this Section 10, and such failure continues for more than three (3) consecutive days after notice from AMTRAK of such failure, AMTRAK may provide any such maintenance, repairs and services or arrange for the provision of such. In the event AMTRAK provides any such maintenance, repairs or service, LESSOR shall reimburse AMTRAK for the cost and expense of such maintenance, repairs and services within forty-five (45) days of notice from AMTRAK for such payment. Upon request of LESSOR, AMTRAK shall supply LESSOR with verification of all costs.

11. ALTERATIONS AND IMPROVEMENTS

AMTRAK shall have the right to make alterations and improvements to the Premises or Property subject to the following terms and conditions:

a. No alterations or improvements made by AMTRAK shall in any way impair the structural stability of the Property.

b. AMTRAK shall request LESSOR's approval prior to making any alterations or improvements and all alterations or improvements must be approved in writing by LESSOR should LESSOR approve. LESSOR's approval shall not be unreasonably withheld, conditioned or delayed. It is specifically understood by the parties that the structure that is the subject of this Lease is a historical structure and, as such, some alterations to the structure may be subject to the approval of Illinois Historic Preservation Agency and outside of the control of LESSOR.

c. AMTRAK shall cause the Premises to be kept free and clear of any mechanic's lien or materialmen's liens which may arise out of the construction of any such alterations or improvements by AMTRAK.

d. Except for AMTRAK's personal property and trade fixtures (including machinery, equipment and furnishings), all alterations and improvements that are permanently affixed to the Property shall become the property of the LESSOR and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease or any extension of the Term of this Lease.

e. AMTRAK's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of AMTRAK and may be removed by AMTRAK at any time during the Term or upon the expiration or sooner termination of this Lease (including any extension term). AMTRAK shall repair any damage to the Premises or Property caused by AMTRAK's removal of its personal property, trade fixtures, or equipment, but AMTRAK shall have no obligation to remove such items from the Station at any time.

f. AMTRAK, in its sole discretion and without limiting the obligations of LESSOR herein, may make improvements to the Property required for the installation of PIDS or to comply with the ADA, the Rehabilitation Act of 1973 as amended (29 USC 794 et seq.) ("Rehabilitation Act") or any implementing regulations or other statutes, laws regulations or judicial or legislative mandates. If AMTRAK chooses to make such improvements, AMTRAK may enter in, on, over, through and upon any property of LESSOR to obtain access to make such improvements. LESSOR's approval shall not be required for such improvements.

g. AMTRAK, in its sole discretion and without limiting the obligations of LESSOR herein, may make improvements to the Property or adjacent areas for security purposes, to include the right to install security cameras and intrusion detection systems. If AMTRAK chooses to make such improvements, AMTRAK may enter in, on, over, through and upon any property of LESSOR to obtain access to make such improvements. LESSOR's approval shall not be required for improvements required for security and LESSOR shall not be entitled to further compensation. To the extent that LESSOR has or will have security cameras or intrusion detection systems installed, LESSOR agrees, without further compensation, that AMTRAK shall have the right to access information, recordings, feeds and video from such security systems and that AMTRAK may share such information with federal, state or local law enforcement agencies for security purposes.

h. LESSOR shall not alter or remove any alterations or improvements made by AMTRAK to the Property during the Term of this Lease or as long as AMTRAK occupies

the Premises, without prior written approval of AMTRAK, which approval may be withheld for any reason or no reason at all.

12. INSURANCE AND INDEMNIFICATION

a. AMTRAK shall indemnify, defend, and hold harmless LESSOR from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct willful misconduct of AMTRAK, its employees or agents, in connection with AMTRAK's use of the Premises.

b. AMTRAK shall cover its indemnity obligations hereto under its corporate-wide self-insurance program.

c. AMTRAK shall cause all its subcontractors who perform work at the Station to add LESSOR and AMTRAK as additional insureds on subcontractors' general and auto liability insurance policies.

d. LESSOR shall indemnify, defend and hold harmless AMTRAK, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct willful misconduct of LESSOR its officers, officials, directors, its employees or agents in connection with this Lease, or Lessor's failure to comply with any of its obligations contained in this Lease, or arising out of its ownership of the Station.

e. LESSOR shall cause all its subcontractors who perform work at the Station to add LESSOR and AMTRAK as additional insureds on subcontractors' general and auto liability insurance policies.

f. LESSOR shall procure and maintain throughout the Term of this Lease insurance as specified on Exhibit D, attached hereto and made a part hereof, and on the Station for its full replacement value, including the value of all alterations and improvements that are permanently affixed to the Station, with AMTRAK designated as a loss payee as respects its interests in the covered property.

13. DAMAGE OR DESTRUCTION

In the event of destruction, or substantial damage, to the Premises during the Term of this Lease which renders the Premises unusable to AMTRAK, in AMTRAK's sole discretion, LESSOR shall have the option of:

a. Within one hundred eighty (180) days after such damage or destruction, replacing or rebuilding the Station, including the Premises, and in such manner and according to such plans and specifications which would restore the Station, including the Premises, to substantially the same condition as immediately before its destruction or substantial damage, in which event LESSOR shall provide suitable temporary facilities while such replacement or rebuilding is ongoing; or

b. Declining to replace or rebuild, in which event AMTRAK shall have the option of terminating this Lease by written notice.

c. If LESSOR does not rebuild the Station, AMTRAK may require LESSOR to provide AMTRAK with suitable alternative space to use as a passenger station in the proximity of the Station and adjacent to the passenger platforms.

d. LESSOR shall notify AMTRAK within thirty (30) days after such

damages or destruction of LESSOR's decision to rebuild the Station including the Premises or declining to rebuild. During the 180 day repair or replacement period identified in Subsection (a) above, AMTRAK shall have no obligation to: (1) Pay any costs or expenses associated with the Station, including the Premises, required under this Lease; or (2) Provide any services to the Premises required under this Lease.

14. EMINENT DOMAIN

Eminent domain proceedings resulting in the condemnation of part of the Premises herein that leave the remaining portion usable by AMTRAK for purposes of the business for which the Premises are leased in AMTRAK's sole opinion, will not terminate this Lease. If AMTRAK, in its sole opinion, determines that the remaining portion is not usable by AMTRAK, AMTRAK may terminate this Lease by giving written notice of termination to LESSOR no more than ninety (90) days after the notice of condemnation or taking. The effect of such condemnation, should AMTRAK not terminate this Lease, will be to terminate this Lease as to the portion of the Premises condemned and leave it in effect as to the remainder of the Premises, and the Fee and all other expenses provided for herein shall be adjusted accordingly. Compensation awarded as a result of such condemnation shall be that of LESSOR, except to the extent that part of the award is allocated as damages to fixtures on the Station which were furnished by AMTRAK, damages for the value of AMTRAK's leasehold estate or relocation expenses for AMTRAK, which compensation shall be the property of AMTRAK.

If LESSOR does not rebuild the Station, AMTRAK may require LESSOR to provide AMTRAK with suitable alternative space to use as a passenger station in the proximity of the Station and adjacent to the passenger platforms.

15. ACCEPTANCE

AMTRAK hereby acknowledges that when it occupies the Premises it shall be deemed to have received the Premises in good order and condition unless AMTRAK notifies LESSOR of defects or problems with the Premises within one (1) year after AMTRAK takes occupancy. If AMTRAK notifies LESSOR as aforesaid, LESSOR shall correct and repair any defects or problems identified by AMTRAK within thirty (30) days after the date of the notice.

16. SUBLEASE AND ASSIGNMENT

a. AMTRAK shall not assign or sublet the whole or any part of the Premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. This provision requiring LESSOR's consent shall not apply, and AMTRAK shall be permitted to assign or sublet to any entity whose management and operation is indirectly or directly controlling, controlled by or under common control with AMTRAK or if such assignment or subletting is due to or arises out of any judicial or legislative action or mandate, and any such transfers shall not be deemed an assignment or subletting.

b. Notwithstanding the preceding paragraph, AMTRAK shall have the right to sublet or license the use of space within the Premises for the uses and purposes permitted in accordance with the terms of Section 4 hereinabove and retain any revenue from such subleases or licenses.

17. DEFAULT BY AMTRAK

The failure of AMTRAK to substantially perform or keep or observe any of the

material terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease within sixty (60) days after written notice from LESSOR identifying the specific term, covenant, or condition and requesting AMTRAK to correct or to commence correction for any such deficiency or default or such longer time period if the correction cannot be completed within said 60 days, provided that AMTRAK has commenced such correction, shall constitute an "Event of Default" by AMTRAK.

18. RIGHTS OF LESSOR AFTER DEFAULT BY AMTRAK

If an Event of Default by AMTRAK occurs, as provided in Section 17, LESSOR shall have the right (unless otherwise specified in the termination notice), in addition to any rights of the LESSOR at law or in equity and after written notice to AMTRAK, to terminate this Lease.

19. LESSOR'S DEFAULT

In the event LESSOR fails to perform any covenant or obligation required to be performed under this Lease, and such failure continues for more than thirty (30) days after notice from AMTRAK identifying such failure, such failure shall constitute an "Event of Default" by LESSOR. If an Event of Default by LESSOR occurs, AMTRAK, at its sole option and discretion, may: (1) perform such covenant or obligation on behalf of LESSOR in which event LESSOR shall reimburse AMTRAK all costs and expenses associated with AMTRAK's performance (including attorney's fees and applicable overhead additives) within twenty (20) days after AMTRAK presents an invoice to LESSOR for such performance; (2) terminate this Lease; or (3) pursue any and all rights and remedies available at law or in equity.

20. QUIET ENJOYMENT

If and so long as AMTRAK shall keep all the covenants and agreements required by it to be kept under this Lease, LESSOR covenants and agrees that it and anyone claiming by through or under LESSOR shall not interfere with the peaceful and quiet occupation and enjoyment of the Premises by AMTRAK.

21. RIGHT OF ENTRY UPON PREMISES

LESSOR and its agents and employees shall have the right to enter upon the Premises, to inspect the same to determine if AMTRAK is performing the covenants of this Lease, on its part to be performed, to post such reasonable notices as LESSOR may desire to protect its rights, and to perform service and maintenance pursuant to its obligations under this Lease. Notwithstanding the foregoing, LESSOR may not enter any AMTRAK secured area unless accompanied by an AMTRAK employee, except in emergency situations.

22. TAXES

Pursuant to 49 U.S.C. §24301(l), AMTRAK is exempt from all state and local taxes, surcharges, or fees.

23. COMPLIANCE WITH LAWS, ORDINANCES, AND RULES

a. AMTRAK agrees to comply with all applicable laws, ordinances, rules, regulations, and requirements of Federal authorities now existing or hereinafter created in its use of the Premises, which AMTRAK deems are applicable and which are not the responsibility of LESSOR.

b. LESSOR agrees to comply with all applicable laws, ordinances, rules,

regulations and requirements of Federal, state, county or other governmental or quasi-governmental authorities now existing or hereafter created in connection with the ownership, maintenance and use of the Station and the Property including, without limitation, the ADA, the Rehabilitation Act and the implementing regulations set forth at 49 CFR parts 27 and 37. Such compliance shall include, without limitation, present or future requirements from any governmental or quasi-governmental authority including but not limited to the Federal Railroad Administration (FRA) pursuant or relating to grants, mortgages or other funding requirements that such authority has with AMTRAK.

c. LESSOR represents and warrants that as of the Commencement Date, the Station, the Property and all improvements thereon (whether previously existing or newly constructed) are and shall thereafter be maintained and operated in accordance with all applicable statutes, laws, rules, regulations, ordinances, codes, and standards, including without limitation, the following: (i) the ADA; (ii) the Rehabilitation Act; (iii) the implementing regulations for the preceding including but not limited to those set forth at 49 CFR parts 27 and 37, and the applicable version of the U.S. Department of Transportation's standards for accessible transportation facilities; and (iv) AMTRAK's safety, security, operations and engineering standards.

d. If any noncompliance with any applicable statutes, laws, rules, regulations, ordinances, codes or standards is found to exist during the Term of the Lease, LESSOR will, at its sole cost, immediately make repairs, replacements or alterations necessary to comply with such.

e. If LESSOR plans to perform work on the Station platform(s), and such work requires approval by the FRA under 49 CFR 37.42(d), then, LESSOR shall provide AMTRAK with its boarding plan for the Station before any platform work has begun. AMTRAK will recommend any modifications which it deems appropriate and will submit the final plans to the FRA for its approval.

f. Nothing in this Lease shall be interpreted as making AMTRAK a "responsible person" under the ADA.

24. CONDITION OF PREMISES UPON SURRENDER

When AMTRAK vacates the Premises at the expiration of the Term or earlier termination of this Lease, whichever occurs first, AMTRAK shall leave the Premises in the same condition as when AMTRAK received possession, ordinary wear and tear, damage by fire or other casualty, or condemnation excepted and as may be altered, modified or improved in accordance with the terms of this Lease.

25. NON-WAIVER

Any waiver of any breach of covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver. Any waiver shall not operate to bar or prevent the waiving party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

26. PARTNERSHIP DISCLAIMER

It is mutually understood and agreed that nothing in this Lease is intended or shall be construed in any way as creating or establishing the relationship of partners or joint venturers between the parties hereto, or as constituting AMTRAK as an agent or representative

of LESSOR for any purpose or in any manner whatsoever.

27. PARTIES BOUND

Except as otherwise specifically provided in this Lease, this Lease shall bind and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors and assigns.

28. NOTICES

Notices given under the terms of this Lease must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested, or sent by an established overnight commercial courier for delivery on the next business day with delivery charges prepaid, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

LESSOR:
City of Lincoln
700 Broad Street

Lincoln, IL 62656

AMTRAK:
Amtrak
30th Street Station, 5th
Floor South
Philadelphia, PA 19104
Attn: Senior Director, Real Estate

Notice mailed in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

29. ADJUDICATION

The initial adjudication relating to this Lease shall be in United States District Court for the Central District of Illinois.

30. TIME OF ESSENCE, BINDING UPON HEIRS, ETC.

Time is of the essence of each and all the terms and provisions of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the, administrators, successors and assigns of the respective parties hereto.

31. NUMBER AND GENDER

All words used herein in the singular number shall include plural and the present tense shall include the future, and the masculine gender shall include the feminine and neuter.

32. ENTIRE AGREEMENT

This Lease contains the sole and only agreement of the parties as to the leasing of the Premises. Any prior agreements, promises, negotiations or representations, relating to the subject matter herein, not expressly set forth in this Lease are of no force or effect.

33. LANGUAGE CONSTRUCTION

The language of each and all paragraphs, terms, and/or provisions of this Lease shall, in all cases and for any and all purposes, and any and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and

with no regard whatsoever to the identify or status of any person or persons who drafted all or any portion of this Lease.

34. HOLDING OVER

If AMTRAK shall hold over the Premises, after expiration of the Term or any extension thereof, such holding over shall be construed to be only a tenancy from month to month subject to all of the covenants, conditions and obligations contained in this Lease provided, however, that nothing in this paragraph shall be construed to give AMTRAK any rights to so hold over and to continue in possession of the Premises without the consent of LESSOR.

35. AMENDMENT

This Lease, including any exhibits hereto, shall not be amended, except in writing signed by the parties. Any amendment or addendum to this Lease shall expressly refer to this Lease.

36. SALE OF THE STATION/NON DISTURBANCE

Any sale by LESSOR shall be subject to all of the provisions of this Lease and in the deed for the Property or the Station. This Lease shall be recorded by LESSOR in the Office of the Logan County Recorder. This Lease shall not be subordinate to any other liens, mortgages or encumbrances unless such owner or holder of the lien, mortgage or other encumbrance signs a nondisturbance agreement approved by AMTRAK, in its sole discretion, prior to any disposition of the Station.

37. AUDIT RIGHTS

AMTRAK, its Office of Inspector General or the Federal Railroad Administration, their respective agents, designees and accountants shall have the right at any time or from time to time for up to five (5) years after this Lease is terminated and final payments of all sums due hereunder are made, and after advance notice to LESSOR, to make any examination, inspection or audit of LESSOR's books and records which relate in any way to the Station, the Leased Premises, this Lease, or to any payments of any sums of money due or paid pursuant to this Lease or the Premises or the Station. If it is determined that any charges paid by AMTRAK have, in error, been underpaid or overpaid, then: (i) the Party that has been underpaid shall be reimbursed the amount of such underpayment by the other Party; or (ii) the Party that has been overpaid shall refund the amount of such overpayment to the other Party.

Nothing in this Lease shall be construed to limit the rights, obligations, authority, or responsibilities of AMTRAK's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

38. STATUTORY AND DEED RIGHTS

Nothing herein shall waive any rights benefiting AMTRAK whether statutorily granted or in the land records for the Property or granted pursuant to other means. The termination of this Lease shall not be interpreted as being a termination of the rights granted to AMTRAK pursuant the land records for the Property or any statute or by any other means.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

"LESSOR"

"AMTRAK"

CITY OF LOGAN, a municipal
corporation

NATIONAL RAILROAD PASSENGER
CORPORATION

By _____

By _____
Senior Director Real Estate
Development

Exhibit D
INSURANCE REQUIREMENTS
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

LESSOR shall procure and maintain, at their sole cost and expense, the types of insurance specified below. LESSOR shall evidence such coverage by submitting to AMTRAK certificates of insurance and, if required in Section 4 below, the original Railroad Protective Liability Insurance policy, prior to commencement of the Lease. All insurance shall be procured from insurers authorized to do business in the jurisdiction of the Property. LESSOR shall require all contractors and subcontractors to carry the insurance required herein and to evidence such coverage by submitting to AMTRAK certificates of insurance and, if applicable the Railroad Protective Liability Insurance policy, or LESSOR may, at its option, provide the coverage for any or all contractors and subcontractors, provided the evidence of insurance submitted by LESSOR to AMTRAK so stipulates. The insurance shall provide for thirty (30) days prior written notice to AMTRAK in the event coverage is substantially changed, canceled or non-renewed. All insurance shall remain in force throughout the term of the Lease (unless otherwise noted below). LESSOR may provide for the insurance coverages with such deductibles or retained amounts as AMTRAK may approve from time to time, except, however, that LESSOR shall, at its sole expense, pay for all claims and damages which fall within such deductible or retained amount on the same basis as if there were full commercial insurance in force in compliance with these requirements. LESSOR's failure to comply with the insurance requirements set forth herein shall constitute a violation of the Lease.

1. Workers' Compensation Insurance complying with the requirements of the statutes of the jurisdiction of the Property, covering all employees of LESSOR. Employer's Liability coverage with limits of not less than One Million (\$1,000,000.00) Dollars for each accident or illness shall be included.

In the event the operations are to be performed on, over, or adjacent to navigable waterways, a U.S. Longshoremen and Harbor Workers' Compensation Act Endorsement and Outer Continental Lands Act Endorsement are required.

2. Commercial General Liability (CGL) Insurance covering liability of LESSOR with respect to all operations to be performed and all obligations assumed by LESSOR under the terms of the Lease. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted and no exclusions for Explosion/Collapse/ Underground (X-C-U) applicable or added.

The policy shall name National Railroad Passenger Corporation and, as appropriate, and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. In addition, the policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance the additional insureds may carry.

Coverage under this policy shall have limits of liability of not less than Two Million (\$2,000,000.00) Dollars for each occurrence and in the annual aggregate for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability policy.

3. Automobile Liability Insurance covering the liability of LESSOR arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under LESSOR's CGL insurance. The policy shall name National Railroad Passenger Corporation and, as appropriate, all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than One Million (\$1,000,000.00) Dollars for each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

In the event LESSOR or any of its contractors or subcontractors will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to Five Million (\$5,000,000.00) Dollars for each occurrence.

4. Railroad Protective Liability Insurance (where the LESSOR, its contractors or subcontractors are engaged in services and/or activities within fifty (50) feet of track or right of way) issued on the current AAR-AASHTO (ISO/RIMA) Occurrence Form (claims-made forms are unacceptable), in the name of National Railroad Passenger Corporation and any other railroad operating over the tracks. The policy shall have limits of liability of not less than two million dollars per occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including loss of use thereof. A six million dollar annual aggregate shall apply. Additionally, Policy Endorsement CG 28 31 - Pollution Exclusion Amendment, is required to be endorsed onto the policy. Further, "physical damage to property" as defined in the policy is to be deleted and replaced by the following endorsement: "It is agreed that 'physical damage to property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations." The original Railroad Protective Liability Insurance policy must be submitted to Amtrak prior to commencement of Services.
5. Builders' Risk Insurance. In the event that construction is undertaken by the LESSOR, its contractors or subcontractors on the Property, a policy issued to LESSOR and covering LESSOR's interest in the project. Coverage shall be on an all-risk, completed value basis, including business interruption (time element) coverage with an extended period of indemnity of at least one hundred eighty (180) days, labor, materials in place, on site, in storage, off-site or in transit. National Railroad Passenger Corporation shall be named as a loss payee, as respects its interest in the covered property. If LESSOR or

its contractors or subcontractors carry a blanket policy for this exposure, the project shall be excluded by endorsement so there will be no duplication of costs for coverage.

6. All Risk Property Insurance covering damage to or loss of the Property and all remaining personal property of LESSOR, its contractors and subcontractors, whether owned, leased, rented or borrowed for the full replacement cost value.
7. Pollution Liability Insurance covering the liability of LESSOR arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, that arise from the operations of LESSOR, with National Railroad Passenger Corporation and, as appropriate, all commuter agencies and railroads that operate over the property or tracks at issue named as additional insureds. Coverage under this policy shall have limits of liability of not less than Two Million (\$2,000,000.00) Dollars for each occurrence.

Further, any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by LESSOR.

8. Waiver of Subrogation As to all insurance policies required herein, LESSOR waives all rights of recovery, and its insurers must waive all rights of subrogation of damages against AMTRAK and its agents, officers, directors, and employees. The waiver must be stated on the certificate of insurance.
9. Punitive Damages Unless prohibited by law, no liability insurance policies required above shall contain an exclusion for punitive or exemplary damages.
10. Claims-Made Insurance If any liability insurance specified above shall be provided on a claims-made basis then, in addition to coverage requirements above, such policy shall provide that:
 - a. The retroactive date shall coincide with or precede the Commencement Date (including subsequent policies purchased as renewals or replacements);
 - b. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
 - c. LESSOR will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., CGL, Professional Liability) for at least three (3) years following the termination date of this Lease; and
 - d. If insurance is terminated for any reason, LESSOR will purchase an extended reporting provision of at least three (3) years to report claims arising from circumstances or events that occurred during the Term of this Lease.

MEMORANDUM

TO: Mayor Seth Goodman and Members of the City Council

FROM: Wes Woodhall, Building and Safety Official

DATE: September 7th, 2017

PLAN COMMISSION MEETING: September 7th, 2017

SUBJECT: Consideration of Subdivision of parcels. 1702, 1704 & 1706 Pekin

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

As part of the property owned by the City of Lincoln utilized for the construction of the new municipal services building at 313 Limit St. there is a portion of property to the west that borders Pekin St. as it intersects Foley St. This property was sold to Lincoln Community High School for their use. They intend on subdividing this parcel into 3 individual lots to be used by the Building Trades program for the purpose of building homes. The profit of these homes will be split evenly between LCHS and the City of Lincoln.

Please see attached Plan Commission Memorandum and Sight Plat.

DISCUSSION/ACTION OF PLANNING COMMISSION

The plan commission unanimously voted to approve this subdivision. All agreed it was beneficial to the high school for education purposes, a proper usage of the vacant property and will be a future benefit to the city.

COW RECOMMENDATION:

Place the on the Council's agenda for September 18th.

**PUBLIC MEETING NOTICE
TO THE PEOPLE OF THE CITY OF LINCOLN, ILLINOIS**

Please take notice that the Planning Commission of the City of Lincoln shall hold a public hearing on Thursday, September 7, 2017 at 5:30 P.M. in the City Council Chambers, City Hall, to hear the following application:

The City of Lincoln has filed an application for Subdividing three lots along Pekin Street pursuant to Section 12-1-1 of the City Code, Subdivision Control Ordinance for the lots located at 1702, 1704 and 1706 Pekin Street:

The property is legally described as: PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, LOGAN COUNTY, ILLINOIS.

The application shall be on file in the Code Enforcement Office in City Hall for public inspection, comment, questions and objections may be filed with the City Clerk until 3:00 P.M. on September 7, 2017.

**Peggy Bateman
City Clerk**

MEMORANDUM

TO: Mayor Seth Goodman and Members of the City Council

FROM: Wes Woodhall, Building and Safety Official

DATE: September 8th, 2017

SUBJECT: Lincoln High Speed Rail Change Orders 18, 19, 20 & 21

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

As part of the ongoing Lincoln High Speed Rail project change orders 18, 19, 20 & 21 were issued and will be paid out of the project contingency fund.

Please see attached engineer approved/directed change orders.

DESCRIPTION

Please see attached descriptions of change orders pertaining to this project.

COW RECOMMENDATION:

Place the on the Council's agenda for September 18th.

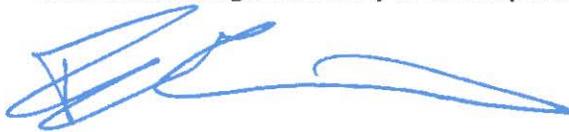
HSR Lincoln Station Renovation- Change Order #18
RD Lawrence Construction Co. Ltd.
August 31, 2017

RFP 028:
Received – 8/28/17

Additional work per RFP 28, additional inner ducts for additional Frontier Cable in the existing 4" duct housing Comcast Cable. Comcast cable to be removed and reinstalled separately. Work of this type was originally included in the contract and additional efforts are within the intent of the original contract.

Total: \$2,089

Prairie Engineers of Illinois, P.C. has reviewed the above proposed changes to the project and have found these changes necessary to be completed as described. We recommend them for approval.



Date: 08/31/2017

Evan Cervi - Project Engineer
Prairie Engineers of Illinois, P.C.

HSR Lincoln Station Renovation- Change Order #19
RD Lawrence Construction Co. Ltd.
September 05, 2017

Bulletin 38R1:

Received – 8/10/17

Additional work per Bulletin 38R1, removal of 2" of existing grade and placement of 4" of compacted CA6. Work of this type was originally included in the contract and additional efforts are within the intent of the original contract.

Total: \$17,811.00

Prairie Engineers of Illinois, P.C. has reviewed the above proposed changes to the project and have found these changes necessary to be completed as described. We recommend them for approval.



Date: 09/05/2017

Evan Cervi - Project Engineer
Prairie Engineers of Illinois, P.C.

HSR Lincoln Station Renovation- Change Order #20
RD Lawrence Construction Co. Ltd.
September 05, 2017

Bulletin 16:
Received – 7/24/17

Additional work per Bulletin 16, revisions to the rub rail design. Work of this type was originally included in the contract and additional efforts are within the intent of the original contract.

Total: \$17,641.00

Prairie Engineers of Illinois, P.C. has reviewed the above proposed changes to the project and have found these changes necessary to be completed as described. We recommend them for approval.



09/05/2017

Date: _____

Evan Cervi - Project Engineer
Prairie Engineers of Illinois, P.C.

HSR Lincoln Station Renovation- Change Order #21
RD Lawrence Construction Co. Ltd.
September 05, 2017

Bulletin 26:
Received – 7/25/17

Additional work per Bulletin 26, revisions to the interior trim details. Work of this type was originally included in the contract and additional efforts are within the intent of the original contract.

Total: \$6,545.00

Prairie Engineers of Illinois, P.C. has reviewed the above proposed changes to the project and have found these changes necessary to be completed as described. We recommend them for approval.



Date: 09/05/2017

Evan Cervi - Project Engineer
Prairie Engineers of Illinois, P.C.

MEMORANDUM

TO: Mayor and Alderman of the City of Lincoln
FROM: Tracy Welch, Alderman Ward 1
MEETING DATE: September 12, 2017
RE: Request to Support Weather Alert Radio Giveaway

Background

On July 11, 2017, severe storms hit the City of Lincoln and surrounding areas. Following the storms, several residents contacted City Hall because they were unable to hear the storm sirens that are located throughout the community. As confirmed by Chief Miller, storm sirens are designed to alert those who are outdoors to immediately seek shelter. Alderman Welch reached out to Emergency Management Agency (EMA) Director, Dan Fulscher, to see if he was aware of any grants that the City could apply for to acquire Weather Alert Radios for residents of the City of Lincoln. Mr. Fulscher mentioned that EMA had a small supply of weather alert radios that could be given to residents throughout the County at no cost. Alderman Welch and Alderman Hoefle, who is a member of the ETSB/9-1-1 board, met with Mr. Fulscher to discuss how this would work. The program was presented to the Logan County Safety Committee on September 7, 2017 who provided their support and approval to move forward.

Analysis/Discussion

The Emergency Management Agency, in conjunction with the City of Lincoln and Logan County, would like to give away a total of 30 weather alert radios. 15 radios will be given away to residents of Lincoln and 15 radios will be given away to residents of surrounding Logan County communities. An entry form will be available on the EMA website for those who are interested to print, complete, and drop off at the Clerk's office at City Hall by Friday, October 13, 2017. Names will be randomly drawn during the Regular City Council Meeting on Monday, October 16, 2017. Winners will be notified and asked to pick up the radios at City Hall. EMA will make arrangements to deliver radios to winners who are not capable of traveling to City Hall. The only costs involved would be for advertising if EMA is unable to secure free advertising for the giveaway.

Fiscal Impact

The City of Lincoln and Logan County Board will split advertising costs 50/50.

COW Recommendation

If the Council is comfortable with the request, place the Request to Support Weather Radio Giveaway on the Council's September 18th regular agenda to include 50% of the cost of advertising, if necessary.

Council Recommendation

Approve the recommendation as presented.