

**CITY OF LINCOLN**  
**COMMITTEE OF THE WHOLE MEETING**  
**AGENDA**  
**JUNE 11, 2024**  
**CITY HALL COUNCIL CHAMBERS**  
**700 BROADWAY STREET**  
**6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Request to Permit: AFSCME Local 2073 Thursday, June 13, 2024 4:30 PM – 5:00 PM road closure for walk to Lincoln Junior High School down Broadway from Kickapoo to Ottawa Street.**
- 5. Request to Permit: 13<sup>th</sup> Annual Up in Smoke and Balloon's Over 66 Event. Road closures starting August 23, 2024 at noon – August 25, 2024 until 1:00 PM.**
- 6. Request to Permit: Hunt for Foundation Juneteenth Celebration. Road closure June 19, 2024 11:00 a.m.- 8:00 p.m. closing Pekin Street in front of Library from Kickapoo to McLean and Mclean to Latham Place.**
- 7. Lincoln Police Department and Lincoln Community High School Resource Officer Contractual Agreement August 1, 2024 – July 31, 2025.**
- 8. Arc-Flash Study**
- 9. Lawn Mower Purchase – Wastewater Treatment Plant**
- 10. Body Camera/Personal Tracking Devices**
- 11. Announcements**
- 12. Possible Executive Session**
- 13. Adjournment**
- 14. Upcoming Meetings:** City Council Meeting: Monday, June 17, 2024 at 6:00 PM  
Committee of the Whole Meeting: Tuesday, June 25, 2024 at 6:00 PM

REQUEST TO PERMIT EVENT WITH STREET CLOSURE

Must Have Council Approval

JUN 03 2024

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

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

RECEIVED

Please describe below your request for use of City Property.

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

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

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

Items occupying street space utilized: \_\_\_\_\_

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

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

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

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

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

If different times on different days, please specify. \_\_\_\_\_

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

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

Business/Organization/Sponsor Name: AFSCME local 2073

Contact Name: Kenneth Johnson Email: \_\_\_\_\_

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

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

APPROVED: (signatures)

Police Department: [Signature]

Mayor: [Signature]

Fire Department: [Signature]

Vote: Council Approval \_\_\_ Yeahs \_\_\_ Nays

Street Department: [Signature]

Date: \_\_\_\_\_

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

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

REQUEST TO PERMIT EVENT WITH STREET CLOSURE

Must Have Council Approval

MAY 23 2024

Date(s) of Event: August 23 & 24 2024

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

RECEIVED

Please describe below your request for use of City Property.

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

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

Map Attached

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

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

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

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

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

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

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

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

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

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

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

Business/Organization/Sponsor Name: Up In Smoke

Contact Name: Kevin Bateman

Email: windvacrel@comcast.net

Address: 455 Campus View Dr Lincoln, IL

Signature: [Signature]

Phone: Business: \_\_\_\_\_

Cell: 217-671-3100

APPROVED: (signatures)

Police Department: [Signature]

Mayor: [Signature]

Fire Department: [Signature]

Vote: Council Approval \_\_\_\_\_ Years \_\_\_\_\_ Nays

Street Department: [Signature]

Date: \_\_\_\_\_

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

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

to Chicago  
↑

5 And  
Close

Escape

Stage

TENT

Food

Food

Kick pool

Food

Food

Alley

BBQ?

Plank!

BBQ?

COURthouse

North  
↓

BBQ Broadway

BBQ?

Dock Days

Melrose

BBQ?

Close  
12:00  
1:00  
1:30

At Alley  
↓

BBQ?

positioning

REQUEST TO PERMIT EVENT WITH STREET CLOSURE

Must Have Council Approval

MAY 29 2024

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

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

RECEIVED

Please describe below your request for use of City Property.

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

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

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

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

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

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

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

If closed, which streets and blocks? Close Pekin Street in front of library  
then go to Kickapoo to McLean and McLean to Nathan Place.

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

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

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

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

Business/Organization/Sponsor Name: HFF - Hunt For Foundation  
Contact Name: Judith Hunt Glenn Email: jhuntglenn@gmail.com  
Address: 112 Keokuk Street, Lincoln IL Signature: Judith Hunt Glenn  
Phone: Business: 443-224-3990 Cell: 443-224-3884

APPROVED: (signatures)

Police Department: [Signature]

Mayor: [Signature]

Fire Department: [Signature]

Vote: Council Approval \_\_\_ Yeas \_\_\_ Nays

Street Department: [Signature]

Date: \_\_\_\_\_

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

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

Library

Pekin Street

Closed

Closed

Closed

McKen

Closed

Closed

OPEN

E

N

Kilka Pond Street

Watson Park

OPEN

Watson Place

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

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

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

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

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

3. **Organizational Structure.**

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

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

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

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

#### **4. Procedures.**

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

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

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



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

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

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

## **5. Equipment and Working Conditions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Lincoln Community High School District # 404

By: *Dusan Gleason*

President, Board of Education

ATTEST: *Alyson Schmidt*

Secretary, Board of Education

City of Lincoln

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_

City Clerk

TRACY WELCH  
MAYOR

PEGGY S. BATEMAN  
CITY CLERK

CHARLES N. CONZO  
CITY TREASURER

JOHN A. HOBLIT  
CITY ATTORNEY



## CITY OF LINCOLN, ILLINOIS

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

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

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns, Wastewater Project Manager

Meeting Date: June 11, 2024

RE: Arc-Flash Study

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### Background

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

### Analysis/Discussion:

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

### Fiscal Impact:

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

### Council Recommendation:

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

#### CITY COUNCIL

FIRST WARD  
STEVE PARROTT  
ROBIN McCLALLEN

SECOND WARD  
DAVID SANDERS  
SAM DOWNS

THIRD WARD  
KEVIN BATEMAN  
WANDA ROHLFS

FOURTH WARD  
RHONDA O'DONOGHUE  
CRAIG EIMER



ESTABLISHED 1918

1846 North 22<sup>nd</sup> Street • P.O. Box 976 • Decatur, IL 62525 • (217) 423-2693

April 25, 2024

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

Subject: Arc Flash Study

Attention: Andrew Bowns

Dear Andrew,

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

**Scope of Work**

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

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

**Assumptions / Clarifications:**

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

**Proposal Price**

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

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

Sincerely,

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



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

TRACY WELCH  
MAYOR

PEGGY S. BATEMAN  
CITY CLERK

CHARLES N. CONZO  
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## CITY OF LINCOLN, ILLINOIS

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

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

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns, Wastewater Project Manager

Meeting Date: June 11, 2024

RE: Lawn Mower Purchase

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### Background

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

### Analysis/Discussion:

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

### Fiscal Impact:

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

### Council Recommendation:

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

#### CITY COUNCIL

**FIRST WARD**  
STEVE PARROTT  
ROBIN McCLALLEN

**SECOND WARD**  
DAVID SANDERS  
SAM DOWNS

**THIRD WARD**  
KEVIN BATEMAN  
WANDA ROHLFS

**FOURTH WARD**  
RHONDA O'DONOGHUE  
CRAIG EIMER

Hustler Turf  
 200 S. Ridge Road  
 Hesston, KS 67602  
 (620) 327-4911  
 HustlerTurf.com



Quote valid for 30 days

SOURCEWELL CONTRACT #031121-HTE

**DATE:** 05/13/2024

**QUOTE:** 0513DO242

**SOURCEWELL #** 92830

**AGENCY:**

*[Faint, illegible text, possibly a name and address]*  
 <email>

**DEALER:** 102529

Bees Cub Cadet

DANIEL

1302 State Route 10, Lincoln , IL, 62656

217 732 4300

rjdobbies@yahoo.com

QTY.	PART #	DESCRIPTION	CURRENT MSRP	CONTRACT PRICE	TOTAL
1	943050	Hyper Drive Vanguard Big Block EFI w/Oil Guard (40hp) 60"	\$21,688.00	\$15,832.00	\$15,832.00
				<b>Total</b>	<b>\$15,832.00</b>

\$15,832<sup>00</sup>



## MEMORANDUM

**TO:** Mayor and City Council Members

**FROM:** Fire Chief Aaron T Johnson

**MEETING DATE:** June 11, 2024

**RE:** Approval of Body Camera/Personal Tracking Devices

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**Background:**

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

**Cost:**

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

**Council Recommendation:**

Place on regular agenda for approval to purchase the devices.

June 5th, 2024

Ascent Integrated Tech  
300 N Elizabeth Street  
Chicago, IL 60607



### Proposal for the Ascent Platform™

Dear Ascent Integrated Tech,

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

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

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

Sincerely,

\_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## ASCENT INTEGRATED TECHNOLOGY

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

### 1. ACCESS.

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

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

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

### 2. FEEDBACK; BUYER DATA.

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

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

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

### 3. TERM AND TERMINATION.

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

### 4. CONFIDENTIALITY.

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

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

## **5. DISCLAIMER; LIMITATION OF LIABILITY.**

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

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

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

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

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

## **6. PAYMENT.**

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

## **7. GENERAL PROVISIONS**

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

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

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

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

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

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

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

## 8. DEFINITIONS.

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

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

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

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

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

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

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