



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Clayton Stevens	Vice Chairman Public Works
Alderman Tom Porter	Chairman Building, Planning & Zoning
Alderman Daniel Snow	Co-Chairman City-County
Alderman Daniel Arevalo	Vice-Chairman Finance and Personnel
Alderman Wendy Frank	Vice Co-Chairman City-County
Alderman Thomas Ratcliffe	Chairman Finance and Personnel
Alderman George Crawford	Chairman Public Safety
Alderman Mike McGee	Vice Chairman Building, Planning & Zoning
Alderman Marsha Freeman	Chairman Public Works
Alderman Ric Brereton	Vice Chairman Public Safety

AGENDA

March 9, 2020
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order – Mayor Mike Chamberlain.

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

IDA Public Library – Presentation.

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business: None.

3. Public Works, Unfinished Business: None.

4. Public Works, New Business:
 - (A) TRC Proposal – Landfill #2 Annual Service.
 - (B) Farmington Pond Maintenance Agreement.
 - (C) 2020 Sidewalk Program Bid Tabulation.
 - (D) 2020 Mowing Bid Tabulation.
 - (E) 2020 Landscape Maintenance Bid Tabulation.
 - (F) 2020 Tree Program Bid Tabulation.
 - (G) Intersection Review – Garfield & 3rd Street.

5. Other:
 - (A) Gas Use Tax.
 - (B) Nicor Gas Use Tax Collection Agreement.
 - (C) Amendment to Azavar Agreement.
 - (D) FY21 Budget and Discussion.
 - (E) License and Services Agreement between Tyler Technologies and the City of Belvidere.
 - (F) Intergovernmental Agreement for Information Technology Services between the City of Belvidere and Boone County.
 - (G) Appointment of Don Banks to the Community Building Complex Committee.
 - (H) Appointment of Natalie Mulhall to the Belvidere Planning and Zoning Commission.
 - (I) Discussion of Ordinance #485H -An Ordinance Amending Section 98-12 of the Belvidere Municipal Code. (Sidewalk Café) – Alderman Brereton.
 - (J) Belvidere Fire Department Station 1 Remodeling – Drywall Estimates.

6. Adjournment:

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/3/2020
Re: TRC Proposal for Landfill #2 Annual Services

Attached to this memo is the proposal from TRC for their annual services for Landfill #2. Their annual services include statistical evaluation of monitoring well data, data analysis, groundwater assessment, preparation of the Corrective Action Evaluation Report, Air Emission Report, as well as operation and maintenance of the Leachate/Landfill Gas Recovery System.

I would recommend approval of the proposal from TRC, in the amount of \$40,100.00 for the 2020 Landfill #2 Annual Services. This work is included in the proposed Landfill budget, account number 01-5-335-7900.



708 Heartland Trl.
Suite 3000
Madison, WI 53717

T 608.826.3600
TRCcompanies.com

January 17, 2020

Mr. Austin Edmondson
Temporary County Administrator
Boone County Government
1212 Logan Avenue, Suite 102
Belvidere, IL 61008

Subject: Proposal for 2020 Annual Services – Belvidere (Boone County) Landfill #2

Dear Mr. Edmondson:

This letter presents TRC Environmental Corporation's (TRC's) proposal to assist Boone County and the City of Belvidere with the monitoring and reporting for the Belvidere (Boone County) Landfill #2. This includes the planned, routine monitoring and reporting services that we have completed for the County for the last several years.

We will maintain the same team that has been working on the project, with Curt Madsen as the project manager, Ken Quinn providing senior level guidance with respect to groundwater quality issues, and Peggy Popp managing the database.

We are pleased to offer this assistance to Boone County and the City of Belvidere and continue to help minimize the liabilities associated with this landfill. To accept this proposal, please sign and return one copy of the enclosed Work Authorization. Please note that our billing rates increased by 2.5% for 2020. It is noted that we have included a 3% communication fee markup on labor versus the standard 6% that is normally used with other clients.

Please contact us with any questions you may have.

Sincerely,

TRC

Curt Madsen, P.E.
Project Manager

Kenneth Quinn P.G.
Senior Hydrogeologist

Attachments: Proposal, Work Authorization, Schedule of Charges
Attachment A. Supplemental Permit No. 2017-533-SP dated April 11, 2019

cc: Brent Anderson – City of Belvidere

Proposal for 2020 Annual Services – Belvidere (Boone County) Landfill #2

Background

The following proposal duplicates the Background and Scope of Services from the previous proposal for annual services for 2019, carrying forward the routine activities to be performed in 2020. *Changes from the previous scope of services are included in italicized text to simplify your review.*

The Illinois Environmental Protection Agency (Illinois EPA) Supplemental Permit (SP) No. 2017-533-SP (Permit) requires the continued operation, maintenance, and reporting activities that were required in previous permits with exceptions for the reduction *in the number of parameters that are to be monitored and reported and an annual assessment as to whether any of the previously eliminated parameters are detected again (new Condition 27)*. This proposal repeats the scope of services for these base services. The Permit also continues to require the operator to conduct further evaluation of several organic parameters at a number of groundwater monitoring wells, per Condition 26 of the Supplemental Permit. In the previous 2015 permit EPA added 31 new parameters to the annual sampling event completed in April each year. Therefore, the new parameters retained in the program will need to be included in the First Semi-Annual Environmental Monitoring Report (submitted by July 15th of each year), and evaluated in the annual Corrective Action Evaluation Report (CAER) submitted by October 15th of each year. If any of these new parameters indicate concentrations above background downgradient of the landfill, the evaluation of its distribution, source, and potential natural attenuation could significantly complicate the CAER, beyond the scope assumed in this proposal.

The ability to reduce the environmental reporting program from quarterly to semi-annually was originally discussed with IEPA on November 2, 2016. As a result of this meeting the initial Supplemental Permit Application to reduce to reduce monitoring reporting to semi-annual was granted on March 8, 2017. Additional reductions in the monitoring program (i.e., costs) were also discussed with IEPA at the November 2, 2016, meeting, reducing the number of analytes, as well as the number of monitoring wells. The IEPA was open to these requests but requested that they be submitted as separate supplemental permit applications. The second Supplemental Permit Application to reduce the number of analytes that have to be monitored was submitted to IEPA in December 2017 and subsequently granted in the Supplemental Permit on April 11, 2019. IEPA approval of these two items has helped to reduce annual costs of monitoring the landfill facility.

In general, the type of work that we have performed over the last several years for the City/County, and will continue to be performed in 2020, includes the following items:

1. Statistical evaluation – Attachment A, Condition 19 of the Permit requires that groundwater quality data be compared to statistically established background values and groundwater quality standards on a semi-annual basis and that the results of that comparison be submitted to Illinois EPA on a semi-annual basis.
2. Analytical data – Attachment A, Condition 20 of the Permit requires that groundwater samples be collected on a semi-annual (previously quarterly) basis and Attachment A, Condition 25 of the Permit requires that groundwater quality data be submitted to Illinois EPA in an appropriate electronic format. Groundwater sampling and laboratory analysis are performed by a consultant/laboratory under direct contract to the City/County.

3. Groundwater assessment – Attachment A, Condition 21 of the Permit requires that the first semi-annual report contain, in addition to the information provided in the second semi-annual report, an assessment of the groundwater flow direction and the hydraulic gradients at the facility.
4. Corrective Action Evaluation Report – Attachment A, Condition 23 of the Permit requires that a CAER be submitted to the Illinois EPA as a supplemental permit application by October 15, each year. An evaluation of the efficacy of the leachate extraction system shall be included in the annual corrective action evaluation, as required by Attachment A, Condition 24 of the Permit. As noted above, the 2020 CAER will include, for the *fifth* time, an evaluation of 31 new parameters to be sampled downgradient of the landfill in April 2020.
5. Air emission report – An annual air emission report regarding the landfill gas flare must be submitted to the Illinois EPA.

TRC's proposal addresses each of these items as well as providing an allowance for general assistance activities that may be requested by the County/City.

Project Objective

TRC's proposal has been developed to accomplish the following City/County objective:

- Satisfy the groundwater data evaluation and reporting requirements of the Permit as specified by Conditions No. 4, 5, 15, 19, 20, 21, 23, 24, 25, 26, and 27 of Attachment A to the Permit.

Scope of Services

TRC will perform the services described below for 2020. This scope of services section *in general* is similar to the scope of services completed for 2019.

Task 1: Statistical Evaluation

The following scope of services is generally consistent with the 2019 scope of services.

Data collected from monitoring wells will be compared to statistical background values to determine whether changes to groundwater quality have occurred. Two semi-annual reports will be prepared. The two reports will describe the results of the statistical comparisons, as well as comparisons to 35 IAC part 620 groundwater protection standards. The first semi-annual report will include, in addition to the data comparisons and 35 IAC part 620 standard comparisons, an assessment of the groundwater flow direction and the hydraulic gradients at the facility (see Element 4). Specific activities to be performed include:

1. Coordinate groundwater sampling and data reporting with the firm that performs groundwater monitoring for the City/County. We assume that the firm is solely responsible for implementing the sampling procedures specified in the Permit and that this firm will provide suitable electronic data downloads to TRC in a timely manner.
2. Perform the data comparisons and prepare reports in the same relative format as 2018. One additional requirement imposed by IEPA as a condition of reducing the frequency of sampling is to evaluate water quality trends, with the requirement to return to quarterly if there is an upward trend in any constituents. TRC will include this evaluation in the statistical evaluation. The first semi-annual report due by July 15th of each year will include a discussion of groundwater flow direction (see Element 4).
3. Provide electronically (via e-mail) a working copy of each report for review by Boone County, the City of Belvidere, and the City/County legal counsel. We do not anticipate any meetings will be necessary to discuss the reports and therefore costs for any meetings are not included.

4. Revise the report once, finalize the report, and submit three copies of the report to the Illinois EPA, one copy to the City, one copy to the County/City's legal counsel, and one copy to the County.
5. Submit the data to Illinois EPA in an electronic format acceptable to Illinois EPA.

Task 2: Analytical Data

Field measurements and laboratory results for groundwater and leachate samples will be submitted electronically to Illinois EPA on a semi-annual basis along with the semi-annual groundwater monitoring reports. The electronic data files will be formatted according to the instructions provided on the Illinois EPA Waste Management Web site:

www.epa.state.il.us/land/waste-mgmt/groundwater-monitoring.html.

Task 3: Groundwater Assessment

The first semi-annual report will include, in addition to the data comparisons and 35 IAC part 620 standard comparisons, an assessment of the groundwater flow direction and the hydraulic gradients at the facility. Task 1 also describes this activity.

Task 4: Corrective Action Evaluation Report

TRC will prepare the Annual Corrective Action Evaluation Report required by Condition No. 23 of Attachment A of the Illinois EPA permit for submittal to Illinois EPA by October 15, 2020. The report will address the effectiveness of corrective action measures at the facility. The report will contain the following information required by Illinois EPA:

1. Potentiometric surface maps showing groundwater flow direction.
2. A summary of all 35 IAC 620 groundwater quality standards.
3. Trend analyses (graphs or trend plots) for chemical constituents that exceed 35 IAC 620 standards, regardless of whether the constituents are included in the new Groundwater Management Zone (GMZ).
4. A discussion of the nature and extent of groundwater impacts. We assume that there are no significant or widespread groundwater standard exceedances that will require more extensive evaluations or mapping.
5. Recommendations for additional corrective action if the groundwater data indicates contaminant concentrations are increasing.
6. The results of annual monitoring of the Grenke private water supply well.
7. Semi-annual leachate elevation data from gas extraction wells GW-1, GW-2, and GW-3.
8. Illinois professional engineer (P.E.) certification of the report.
9. The evaluation of VOCs per Condition 26 of the permit.

Specific activities to be performed include:

1. Provide a working copy of the report for review by Boone County, the City of Belvidere, and City/County legal counsel. We do not anticipate any meetings will be necessary to discuss the report and therefore costs for a meeting are not included.

2. Prepare the Illinois EPA LPC-PA1 and LPC-PA16 forms necessary for submittal of the report as a supplemental permit application. This includes a P.E. certification that will be performed by TRC's Curt Madsen, similar to 2019.
3. Revise the report once, finalize the report, and submit four copies of the report to the Illinois EPA, one copy to the City, one copy to the City/County legal counsel, and one copy to the County.

Task 5: Air Emission Report

TRC will prepare the Annual Air Emission Report. We assume that the County/City will provide the form once received from Illinois EPA and the appropriate information to complete the form.

Task 6: Leachate/Landfill Gas Recovery System

TRC will perform routine operation and maintenance activities on the leachate and landfill gas recovery system as requested by the County. Items to be performed may include balancing the gas extraction wells, troubleshooting gas system failures, and troubleshooting leachate pump and control cabinet failures. This work would be performed on a time and materials basis. No budget is included for this task at this time and would be performed as requested by the City/County under an allowance provided for Task 7.

Task 7: Technical Services Support

TRC will provide additional reports, advice and consultation services, if required, as it relates to all areas of landfill monitoring, analysis, repair and maintenance activities, and response(s) to questions from IEPA, as requested by the County Board and City Council. These additional services would be provided on a time and materials basis for any work as directed by the County and/or City. *Based on past experience these services have varied in cost from two to several thousand dollars. Therefore, an allowance of \$7,000 has been provided for this task.*

Task 8: Prepare 3rd Permit Application – Monitoring Wells

The groundwater monitoring program has been reduced through submittal of permit applications for reduction of the frequency and parameters analyzed. A third permit application, for reduction in the number of wells has been considered by the project team but has not been completed. If the project team decides to pursue this reduction in monitoring, TRC will prepare a scope of work and change order to prepare a well reduction permit application.

Deliverables

TRC will provide the City/County with the following during each of the contract period:

1. Two Semi-Annual Statistical Reports
2. Annual Corrective Action Evaluation Report
3. Annual Air Emission Report

If requested, the third sequential permit application for reducing the number of wells will be prepared for the City's and County's review prior to submittal to the agency.

Schedule

TRC will continue to work on this project after receiving your notice to proceed.

Proposed Fee

TRC proposes to perform the Scope of Services on a time-and-expenses basis in accordance with the attached Schedule of Charges. TRC will not exceed the contract price without prior written approval from the City/County. Should the City/County request TRC to make changes in the services or to perform additional services (beyond those items addressed in Tasks 1 through 8 above), TRC will prepare a Change Order for acceptance by the City/County. Additional services will also be performed in accordance with the attached Schedule of Charges. Please note that Curt Madsen and Ken Quinn will continue to bill out under the Senior Project Technical II category and Consultant category, respectively, in 2020 (a savings of \$30 hour per hour for each individual).

A breakdown by task is included in the following table.

Element	Annual Fee 2020
Task 1: Statistical Evaluation	\$15,500
Task 2: Analytical Data	(1)
Task 3: Groundwater Assessment	(1)
Task 4: Corrective Action Evaluation Report	\$16,000
Task 5: Air Emission Report	\$1,600
Subtotal for Expected Services	\$33,100
Task 7: Technical Services Support	\$7,000
Task 8: Prepare 3rd Permit Application – Monitoring Wells	TBD
Total:	\$40,100

(1) The work scope and associated charges for Tasks 2 and 3 are included in Task 1.

Basis for Estimated Cost

Costs associated with response actions and repairs outside the scope of this proposal, if necessary, will be billed on a time-and-materials basis.

Terms of Contract

TRC proposes to perform the services under the Terms and Conditions between TRC Environmental Corporation, Boone County and the City of Belvidere, Illinois, dated March 12, 2012. To accept this proposal, please sign and return one copy of the enclosed Work Authorization Form.



WORK AUTHORIZATION

TRC Environmental Corporation
 708 Heartland Trl.
 Suite 3000
 Madison, WI 53717
 Main 608.826.3600 • Fax 608.826.3941

Date: January 17, 2020	Client Number:
To: Mr. Austin Edmondson Temporary County Administrator Boone County Government (Client) 1212 Logan Avenue, Suite 102 Belvidere, IL 61008	
Project Name: Proposal for 2020 Annual Services – Belvidere (Boone County) Landfill #2	
Facility Location: City of Belvidere, Boone County, Illinois	
TRC Proposal Number: 378907.9990	TRC Project Number:

The Agreement consists of the following documents:

- (a) This Work Authorization Form
- (b) Proposal for 2020 Annual Services – Belvidere (Boone County) Landfill #2, dated January 17, 2020 ("Proposal") (attached)
- (c) Terms and Conditions:
 - Terms and Conditions – TRC Environmental Corporation, Boone County and the City of Belvidere, Illinois, dated March 12, 2012 (signed by the City/County on March 21, 2012)
- (d) Change orders that may be authorized at various times throughout the Project
- (e) Schedule of Charges (attached)

Schedule:

Approximate Start Date: January 1, 2020
 Approximate Completion Date: December 31, 2020

Basis for Payment:

Time and Expenses

Summary of Scope of Services

Description	Estimated Cost
2020 Annual Services	\$40,100
Total	\$40,100

Project Managers:

TRC
 Curt Madsen

Boone County Government
 Austin Edmondson

This Proposal is valid until January 31, 2020.



WORK AUTHORIZATION

Acceptance:

Authorization for TRC to commence work included in the Proposal constitutes acceptance of this Agreement. Acceptance can be made by signing in the place provided below or by receipt of written authorization from Client to TRC to commence work. Acceptance is limited to the terms stated herein, and any additional or different terms are rejected unless expressly agreed to in writing by TRC.

APPROVED AND ACCEPTED AS OF THE DATE SHOWN BELOW:**TRC Environmental Corporation****Boone County Government**

By: *Douglas R. Genthe*
Signature

By: _____
Signature

Douglas R. Genthe
Printed Name

Printed Name

Vice President, Geo-Environmental Engineering
Title

Title

January 17, 2020
Date

Date

City of Belvidere

By: _____
Signature

Printed Name

Title

Date



**Boone County and the City of Belvidere, Illinois
Schedule of Charges
January 1, 2020 - December 31, 2020**

TRC LABOR CLASSIFICATION	HOURLY PERSONNEL CHARGES *
Administration	\$69.37
Senior Project Administration	\$90.18
Field/O&M Technician	\$78.62
Technician I	\$90.18
Technician II	\$98.27
Staff Technical I	\$101.74
Staff Technical II	\$114.46
Senior Technician, Designer	\$114.46
Project Technical I	\$130.64
Project Technical II	\$151.45
Senior Project Technical I	\$171.11
Senior Project Technical II	\$187.29
Consultant, Project, and Technical Management	\$203.48
Senior Consultant	\$219.67

* Personnel include direct and contract employees

Dispute Resolution Support: Services in support of disputes (arbitration, litigation, etc.) involving client's information or interests, such as responding to discovery requests and subpoenas, are chargeable at the above rates.

Providing testimony and use of key staff as subject matter experts (e.g., court appearances, depositions, regulatory hearings, or expert witness) are 1.75 times the above rates, with a minimum of 4 hours per day.

Other Charges:

- (1) A 3% Communication Fee will be applied to labor charges in lieu of separate reimbursement for photocopying, report production, faxing, computer usage, software usage, telephone charges, and postage costs.
- (2) Equipment Use: Std. Rate Sheet

Payment: Net thirty (30) days. Thereafter, one percent (1%) interest per month on the unpaid balance will be charged.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 2/14/2020
Re: Farmington Ponds 2020 Maintenance Agreement

Attached is the proposal from Lakeland Biologists for the 2020 maintenance of the Farmington Ponds.

The following is a comparison of costs from previous agreements:

<u>Item</u>	<u>2017 Cost</u>	<u>2018 Cost</u>	<u>2019 Cost</u>	<u>2020 Cost</u>
1. Inspection, Cleanup & Litter Removal	\$110.00	\$110.00	\$115.00	\$125.00
2. Chemical Treatment	\$265.00	\$265.00	\$265.00	\$285.00
3. Chemicals				
Aquathol	\$132.00/gal	\$132.00/gal	\$132.00/gal	\$134.00/gal
Cutrine Ultra	\$60.00/gal	\$60.00/gal	\$60.00/gal	\$60.00/gal
Reward	\$175.00/gal	\$175.00/gal	\$175.00/gal	\$175.00/gal
Navigate	\$4.45/lb	\$4.50/lb	\$4.55/lb	\$4.55/lb
Enzymes	\$80.00/gal	\$80.00/gal	\$80.00/gal	\$85.00/gal
Dye	\$48.00/qt	\$48.00/qt	\$48.00/qt	\$53.00/qt
4. Mileage (per trip)	\$50.00/ea	\$50.00/ea	\$50.00/ea	\$50.00/ea
5. Total Cost	\$15,243.82	\$14,919.66	\$15,724.85	\$15,402.00 (Est)

I would recommend entering into an agreement with Lakeland Biologists for the 2020 Farmington Ponds Maintenance Program at an estimated cost of \$15,402.00. This work will be paid for from the Farmington Ponds Special Service Areas. The maintenance budget for the Farmington Ponds is \$22,200.00.



2020 AQUATIC PLANT MANAGEMENT AGREEMENT

THIS AGREEMENT, is made between Lakeland Biologists LLC, located at 405 Travis Lane, Waukesha, Wisconsin 53189 and City of Belvidere, Belvidere, Illinois (hereinafter called "Customer"). For and in Consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **AGREEMENT:** Lakeland Biologists hereby agrees to provide "Herbicide/Algaecide Control of aquatic plants and/or algae" for the benefit of Customer, and Customer hereby accepts such services in the water area described as: four ponds within the Farmington Hills Development "Herbicide/Algaecide control of aquatic plants and/or algae" as used herein shall mean the application of herbicides or algaecides (treatments) to control and reduce the excessive growth of submerged water plants and/or algae in the water. "Submerged aquatic plants" as used herein shall mean those plants which have leaves or other foliage beneath the water surface through which herbicides can be introduced into the plant system; such term excludes plants known as cattails, reeds, rushes, water lilies, floating duckweed, watermeal, or planktonic algae unless specifically provided herein.

2. **TERM OF AGREEMENT:** The terms of this agreement shall cover from the date of the first application and/or continue until date specified: November 1, 2020.

3. **SERVICES PROVIDED:** Lakeland Biologists shall supply all necessary labor, materials, equipment, and technical advice in providing "Aquatic Management Services" to Customer's pond/lake. This includes the application of aquatic algaecides and herbicides to maintain and improve water quality.

Customer shall provide a suitable boat-launching site and pay any applicable launching fees necessary to provide "Aquatic Management Services" in said water area.

4. **COST AND TERMS OF PAYMENT:** The cost to the Customer for all management in the 2020 calendar year supplied by Lakeland Biologists will not exceed \$ 15,402.00. The application charge is based on acres treated. Herbicide/Algaecide costs are based on the amount of herbicides/algaecides used.

_____ (Customer initials) I approve the accompanying estimate # 5462.

Mileage/Travel Fee charged to the customer at \$ 50.00 per visit. Payments made by Customer to Lakeland Biologists for services require balance due no later than 30 days following receipt of invoice. Late Payment will be subject to a service charge of 1.5% per month (18% Annual Percentage Rate) after 10 days. The Customer agrees to reimburse Lakeland Biologists for any expenses incurred by Lakeland Biologists in protecting and/or enforcing its rights under this agreement in the event of any default by the customer. Expenses include, without limitation, reasonable attorney fees, legal expenses, and other costs of collection.

Customer Signature: _____

Date: _____

5. PERMIT: It is understood between the parties that certain state and /or local permits may be necessary prior to the commencement of "Aquatic Management Services", and the provisions of the Agreement are subject to all terms and conditions of any such permits and applicable state and/or local laws or regulations. Customer shall apply for and be responsible for all necessary permits. Lakeland Biologists will cooperate with Customer in obtaining and completing such applications and submit them to the Wisconsin DNR, if necessary. Customer agrees to pay the cost of any permit fees, if applicable.

6. LIABILITY: It is specifically understood that Lakeland Biologists shall not be liable for any personal injury and/or property damage resulting from exposure or use; either by drinking, spraying or otherwise of chemically treated water. It is further understood that although precautions are taken to prevent the loss of fish life, that some fish loss may occur and that Lakeland Biologists is not liable. Lakeland Biologists is responsible for its own personnel on the water during the Term of Agreement.

7. PROFESSIONAL EXPECTATIONS, CONSIDERATIONS, AND WARRANTY: Lakeland Biologists is fully aware and appraised of all rules and laws that are applicable to the storage, transportation, handling, applications, and disposal of aquatic herbicides. Lakeland Biologists is expected to perform all work in compliance with all rules, laws, and directives provided by the state and federal registered labels attached to the herbicides used to complete this work. Furthermore, Lakeland Biologists shall be required to meet or exceed the requirements of all applicable laws, rules, permits, and labels. Failure to meet any of these minimum requirements shall be considered as non-performance of the stated work. All persons involved in the handling and application of the herbicides used to complete this work shall have been trained, licensed, certified, and insured in the proper use and handling of these compounds. Furthermore, they shall comply with the requirements of the pesticide label relative to the wearing of protective clothing and devices. No other warranties or guarantees are given or implied.

8. WARNING SIGNS: Lakeland Biologists/Customer will post the required warning signs for the herbicide treated water unless specifically directed not to.

9. CUSTOMER AUTHORIZATION: Customer represents and warrants that the Customer has duly authorized this Agreement, and that the persons executing this Agreement have the authority to execute this Agreement on Customer's behalf.

10. MISCELLANEOUS: This Agreement shall be construed under and in the Courts of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties, and the properly authorized representatives, successors, and assigns may amend it only in writing. This Agreement shall work to the benefit of and be binding upon the parties hereto, their respective personal representatives, successors, and assigns.

THIS AGREEMENT shall become invalid if not signed and returned to Lakeland Biologists within 30 days.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of _____, 2020.

LAKELAND BIOLOGISTS

CUSTOMER NAME & TITLE

By: _____

By: _____

ASSOCIATION/PROPERTY NAME: _____

Date: _____

Date: _____



Pond and Lake Management, Consulting, and Supplies

405 Travis Lane, Waukesha WI 53189
 Phone: 262-522-2822 Fax: 262-522-2823
 Info@lakelandbiologists.com

Estimate

Date	Estimate #
2/4/2020	5462

City of Belvidere
 Brent Anderson
 401 Whitney Blvd. Suite 200
 Belvidere, IL 61008

Description	Qty	Total
Estimate for pond maintenance at the Farmington Hills Development-- Belvidere, IL. 2020 (4 Ponds) Estimated Pond Management to include: Application of pond dye, weed/algae treatments, litter removal, and routine maintenance on all aeration equipment. The following is our 2019 prices: Aquathol K \$134/gal. Cutrine Ultra \$60/gal. Reward \$175/gal. Navigate \$4.55/lb Harmony Water Treatments - Concentrated Enzymes \$85/gal. Harmony Water Treatments - Concentrated Blue Pond Dye \$53/Qt or 3 pack dry Inspection, Litter Removal, Pond Dye Application \$125/per visit Boat Algacide/Herbicide Application \$285 per pond application (discounts applied for multiple boat treatments on same visit) Mileage Charge \$50/visit Estimate Good Through March 1st, 2020 Signed Estimate and 2020 Lakeland Biologists Pond Management Agreed Required.		15,402.00
Subtotal		\$15,402.00
Sales Tax (0.0%)		\$0.00
Total		\$15,402.00

Signature required for approval.

 Please email to: reid@lakelandbiologists.com

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/3/2020
Re: 2020 Sidewalk Replacement Program

The following bids were received for the City's annual sidewalk replacement program:

Bidder	Amount
1. Globe Construction 1781 W Armitage Ct Addison, IL 60101	\$46,415.00
2. Randy Baier Construction P.O. Box 67 Belvidere, IL 61008	\$55,275.00
3. AA Construction P.O. Box 2005 Loves Park, IL 61130	\$61,650.00
4. Stenstrom Excavation & Blacktop Group 2422 Center Street Rockford, IL 61108	\$66,330.00
4. Campos Construction 1201 12 th Street Rockford, IL 61104	\$77,450.00
6. Alliance Contractors Inc. 1166 Lake Avenue Woodstock, IL 60098	\$94,840.00

I would recommend approval of the low bid from Globe Construction, in the amount of \$46,415.00, for the City's annual sidewalk program. The unit prices are \$8.37/sf for removal and replacement of 4" sidewalk and \$7.50/sf for removal and replacement of 6" sidewalk. This work will be paid for from Line Item #01-5-310-6003.

- 2019 unit prices: \$10.45/sf for 4" and \$8.80/sf for 6"
- 2018 unit prices: \$11.00/sf for 4" and \$16.00/sf for 6"
- 2017 unit prices: \$6.30/sf for 4" and \$6.55/sf for 6"
- 2016 unit prices: \$5.65/sf for 4" and \$5.70/sf for 6"

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/4/2020
Re: 2020 Mowing Program – Bid Tabulation

The following bids were received for the mowing of Water Department properties, Public Works properties and the Farmington Ponds:

1. LawnCare by Walter, Inc. 4235 S Perryville Rd Cherry Valley, IL 61016	Water: \$355.00 per mowing, \$620 herbicide Public Works: \$725.00 per mowing, \$1,496 herbicide Ponds: \$225.00 per mowing, \$728 herbicide
2. Lawn Maintenance Services, Inc. 3344 Garden Prairie Road Garden Prairie, IL 61038	Water: \$450.00 per mowing, \$400 herbicide Public Works: \$520.00 per mowing, \$600 herbicide Ponds: \$285.00 per mowing, \$250 herbicide
3. Langton Group 4510 Dean Street Woodstock, IL 60098	Water: \$285.00 per mowing, \$620 herbicide Public Works: \$540.00 per mowing, \$1,150 herbicide Ponds: \$295.00 per mowing, \$640 herbicide

Based on review of the bids, I would recommend the following:

Approval of the low bid from Langton Group, in the amount of \$285.00 per mowing, for the mowing of Water Department Sites. This work will be paid from Water Department Line Item #61-5-810-6040.

2019: \$380.00 per mowing
2018: \$390.00 per mowing
2017: \$380.00 per mowing

Approval of the low bid from Lawn Maintenance Services, in the amount of \$520.00 per mowing, for the mowing of the Public Works Sites. This work will be paid from Street Department Line Item #01-5-310-6002.

2019: \$480.00 per mowing
2018: \$460.00 per mowing
2017: \$448.00 per mowing

Approval of the low bid from LawnCare by Walter, in the amount of \$225.00 per mowing, for the Farmington Ponds. This work will be paid from the Farmington Pond Maintenance Fund.

2019: \$270.00 per mowing
2018: \$258.00 per mowing
2017: \$258.00 per mowing

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/3/2020
Re: Landscape Maintenance Bid Tabulation

The following bids were opened today for the 2019 landscape maintenance program:

- | | |
|--|-------------|
| 1. Area Services, Inc
11801 Slough Road
Belvidere, IL 61008 | \$23,705.00 |
| 2. LawnCare by Walter, Inc.
31745 North Alleghany Road
Grayslake, Illinois 60030 | \$23,721.00 |
| 2. Langton Group
4510 Dean Street
Woodstock, IL 60098 | \$23,726.00 |

I would recommend approval of the low bid from Area Services, in the amount of \$23,705.00, for the 2020 landscape maintenance program. This work will be paid for from Street Department Line Items #01-5-310-6002 and #01-5-310-6826.

2019 Price: \$23,721.00
2018 Price: \$20,416.00
2017 Price: \$21,018.00

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/3/2020
Re: 2020 Tree Program Bid Tabulation

The following bids were received for the 2020 Tree Work Program:

- | | |
|---|-------------|
| 1. Trees "R" Us, Inc
P.O. Box 6014
Wauconda, IL 60084 | \$54,600.00 |
| 2. Tree Care Enterprises, Inc.
5563 Kilburn Avenue
Rockford, IL 61101 | \$54,800.00 |
| 3. Clean Cut Tree Service, Inc | \$92,400.00 |

I would recommend approval of the low bid from Trees "R" Us, in the amount of \$54,600.00, for tree work from May 1, 2020 to April 30, 2021 for the City of Belvidere.

The unit prices for this contract are as follows:

	2020	2019	2018
1. Tree Removal (6" to 15" Dia)	\$21.00/In Dia	\$21.00/In Dia	\$21.00/In Dia
2. Tree Removal (Over 15" Dia)	\$32.00/In Dia	\$32.00/In Dia	\$32.00/In Dia
3. Stump Grinding	\$10.00/In Dia	\$10.00/In Dia	\$10.00/In Dia

This work will be paid for from Forestry Funds. The budget for this work is \$40,000.00.

MEMO

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Subject: Intersection Review – West 3rd Street and Garfield Avenue
Date: March 5, 2020

After review of the above intersection, I would offer the following:

Current Status:

This intersection is unmarked. Garfield Avenue stops at 2nd Street one block to the north and at 4th Street one block to the south of this intersection. West 3rd Street stops at State Street one block to the east and stops at Pearl Street one block to the west. Speed limit is 25 mph.

Traffic Volume:

Based on IDOT's current Traffic Volume Map, both West 3rd Street and Garfield Avenue have an ADT of 200 or less.

Accident History:

Police Department records indicate one accident has occurred at this intersection in the last five years. That accident occurred on June 21, 2016.

Pedestrian Activity:

This intersection is located in a residential neighborhood with typical pedestrian activity.

Site Distance:

No site distance limitations noted.

Conclusion:

Based on the above information and IDOT's Manual on Uniform Traffic Control Devices, no changes are warranted at this time for this intersection.

DRAFT

ARTICLE X. MUNICIPAL GAS USE TAX:

Sec. 106-240. Short Title

The tax imposed by this Article shall be known as the “Municipal Gas Use Tax” and is imposed in addition to all other taxes imposed by the City of Belvidere, the State of Illinois, or any other municipal corporation or political subdivision thereof.

Sec. 106-241. Definitions

For the purpose of this Article, the following definitions shall apply:

- (a) “Person” means any individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, municipal corporation or political subdivision of this state, or a receiver, trustee, conservator or other representative appointed by order of any court.
- (b) “Public Utilities Act” means the Public Utilities Act as amended (220 ILCS 5/1-101 et seq.).
- (c) “Public Utility” means a public utility as defined in Section 3-105 of the Public Utilities Act.
- (d) “Retail Purchaser” means any Person who purchases gas in a Sale at Retail.
- (e) “Sale at Retail” means any sale of gas by a retailer to a Person for use or consumption, and not for resale. For this purpose, the term “retailer” means any Person engaged in the business of distributing, supplying, furnishing or selling gas.

Sec. 106-242. Tax

- (a) Except as otherwise provided by this Article, a tax is imposed on the privilege of using or consuming gas in the City that is purchased in a Sale at Retail at the rate of five cents (\$0.05) per therm.
- (b) The ultimate incidence of and liability for payment of the tax is on the Retail Purchaser, and nothing in this Article shall be construed to impose a tax on the occupation of distributing, supplying, furnishing, selling or transporting gas.
- (c) The Retail Purchaser shall pay the tax, measured by therms of gas delivered to the Retail Purchaser's premises, to the Public Utility designated to collect the tax pursuant to Section 106-243 of this Article on or before the payment due date of the Public Utility's bill first reflecting the tax, or directly to the City Treasurer on or before the fifteenth day of the second month following the month in which the gas is delivered to the Retail Purchaser if no Public Utility has been designated to collect the tax pursuant to Section 106-243 or if the gas is delivered by a person other than a Public Utility so designated.
- (d) Nothing in this Article shall be construed to impose a tax upon any person, business or activity which, under the constitutions of the United States or State of Illinois, may not be made the subject of taxation by the City.
- (e) A Person who purchases gas for resale and therefore does not pay the tax imposed by this Article with respect to the use or consumption of the gas, but who later uses or consumes part or all of the gas, shall pay the tax directly to the City

Treasurer on or before the fifteenth day of the second month following the month in which the gas is used or consumed.

- (f) The tax shall apply to gas for which the delivery to the Retail Purchaser is billed by a Public Utility on or after January 1, 2020.
- (g) If it shall appear that an amount of tax has been paid which was not due under the provisions of this Article, whether as a result of mistake of fact or an error of law, then such amount shall be (i) credited against any tax due, or to become due, under this Article from the taxpayer who made the erroneous payment or (ii) subject to a refund if no such tax is due or to become due; provided that no amounts erroneously paid more than three (3) years prior to the filing of a claim therefore shall be so credited or refunded.
- (h) No action to recover any amount of tax due under the provisions of this Article shall be commenced more than three (3) years after the due date of such amount.
- (i) To prevent multiple taxation, the use of gas in the City by a Retail Purchaser shall be exempt from the tax imposed by this Article if the gross receipts from the Sale at Retail of such gas to the Retail Purchaser are properly subject to a tax imposed upon the seller of such gas pursuant to the City's municipal utility tax, as amended from time to time (Sec. 106-190(1) of the City of Belvidere Municipal Code) authorized pursuant to Section 8-11-2 of the Illinois Municipal Code (65 ILCS 5/8-11-2).

Sec. 106.243 Collection of Tax by Public Utility.

The Mayor, City Treasurer, and City Clerk are each authorized to enter into a contract for collection of the tax imposed by this Article with any Public Utility providing gas service in the City. The contract shall include and substantially conform with the following provisions:

- (1) the Public Utility will collect the tax from Retail Purchasers as an independent contractor;
- (2) the Public Utility will remit collected taxes to the City Treasurer no more often than once each month;
- (3) the Public Utility will be entitled to withhold from tax collections a service fee equal to 3% of the amounts collected and timely remitted to the City Treasurer;
- (4) the Public Utility shall not be responsible to the City for any tax not actually collected from a Retail Purchaser; and
- (5) such additional terms as the parties may agree upon.

Sec. 106.244 Books and records.

Every taxpayer shall keep accurate books and records, including original source documents and books of entry, denoting the activities or transactions that gave rise, or may have given rise to any tax liability or exemption under this Article. All such books and records shall, at all times during business hours, be subject to and available for inspection by the City.

DRAFT

Municipal Gas Use Tax Collection Agreement

between

the City of Belvidere, Illinois

and

Northern Illinois Gas Company,

d/b/a Nicor Gas Company

CONTENTS

Clause	Page
ARTICLE 1. INCORPORATION OF RECITALS.....	1
ARTICLE 2. DEFINITIONS.....	2
ARTICLE 3. SERVICES OF THE CONTRACTOR.....	3
3.1 Tax Collection General Provisions	3
3.2 Tax Collection Services	3
A. Collection From Customers	3
B. Review of Customer Accounts	4
C. Responsibility for Providing Exempt Customer List.....	5
D. Remittance	6
E. Customer Payments; Collection of Tax by Municipality	7
F. Records and Audits	7
G. Liability for Tax Refunds, Disputes.....	8
H. Amendments to Tax Ordinance	8
3.3 Subcontracts and Assignments	9
A. Assignment by Contractor	9
B. Effect of Municipality Consent.....	10
C. Assignment by the Municipality	10
3.4 Confidentiality	10
3.5 Compliance with Laws	11
ARTICLE 4. Term.....	11
4.1 Term of Agreement.....	11
A. Original Term.....	11
B. Extension.....	11
ARTICLE 5. COMPENSATION	11
ARTICLE 6. DISPUTES.....	12
ARTICLE 7. REPRESENTATIONS AND WARRANTIES.....	12
7.1 Contractor's Representations and Warranties.....	12
7.2 Municipality's Representations and Warranties	12
ARTICLE 8. TERMINATION.....	12
8.1 Termination Right of Municipality	12
8.2 Termination Right of Contractor	13
ARTICLE 9. GENERAL CONDITIONS	13
9.1 Entire Agreement	13
A. General.....	13
B. No Collateral Agreements.....	13
9.2 Counterparts	14
9.3 Amendments	14

CONTENTS

Clause	Page
9.4	Governing Law and Jurisdiction..... 14
9.5	Severability 14
9.6	Interpretation..... 14
9.7	Assigns..... 14
9.8	Invalid Tax or Exemption from Tax; Responsibility for Refunds and Collection..... 14
9.9	Miscellaneous Provisions..... 15
9.10	Nonliability of Public Officials..... 15
9.11	Nonliability of the Contractor’s Officers, Directors, Employees and Agents 16
9.12	Consequential Damages; Fines; Etc..... 16
9.13	Limitation of Liability..... 16
9.14	Indemnification by Municipality Related to Imposition of Tax 16
9.15	Limitation Period on Actions..... 17
9.16	Survival..... 17
ARTICLE 10.	NOTICES..... 17
ARTICLE 11.	AUTHORITY 17
11.1	Municipality’s Authority 17
11.2	Contractor’s Authority 18

MUNICIPAL GAS USE TAX COLLECTION AGREEMENT

This Municipal Gas Use Tax Collection Agreement (this "Agreement") is entered into to be effective as of January 1, 2019, by and between Northern Illinois Gas Company, d/b/a Nicor Gas Company, an Illinois corporation (the "Contractor"), and the City of Belvidere, Illinois (the "Municipality"), a municipal corporation and home rule unit of local government existing under the Illinois Constitution.

RECITALS

WHEREAS, on _____, 2019, the Municipality adopted Ordinance No. _____ (the "Tax Ordinance") pursuant to which the Municipality found that:

(a) the Municipality is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970;

(b) subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

(c) in furtherance of its home rule powers, it is necessary and desirable for the Municipality to amend its ordinances regarding taxation by creating a municipal gas use tax; and

WHEREAS, as a result of such findings, the Municipality adopted the Tax Ordinance imposing a Municipal Gas Use Tax (the "Tax") on gas purchased at retail for use or consumption in the Municipality; and

WHEREAS, the Municipality authorized the execution of an agreement with the Contractor to provide for the collection of the Tax; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the Municipality is authorized to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the Municipality and the Contractor have negotiated the terms and conditions pursuant to which the Contractor shall collect the Tax and render other related services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Municipality and the Contractor agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2. DEFINITIONS

The following terms shall have the meanings ascribed to them for the purposes of this Agreement:

“Account” means an account that a Person has with the Contractor.

“Agreement” means this Municipal Gas Use Tax Collection Agreement, including all exhibits attached hereto and incorporated herein by reference, and all amendments, modifications or revisions hereto made in accordance with the terms hereof.

“Contractor” has the meaning set forth in the first paragraph of this Agreement.

“Customer” means a Person on the Customer Account List who has a Customer Account.

“Customer Account” means an Account that a Customer has with the Contractor.

“Customer Account List” means a list of addresses of Customer Accounts from which the Contractor will collect the Tax.

“Exempt Customer List” means a document issued by the Municipality listing the names, addresses, account numbers, facilities and meter locations of (i) the Municipality, (ii) Persons exempt by law from the payment of the Tax (other than by an ordinance of the Municipality), and (iii) Persons who are exempt from payment of the Tax pursuant to an ordinance of the Municipality.

“Fee” means the compensation payable to the Contractor for the services provided under this Agreement as more specifically defined in Article 5 of this Agreement.

“Municipality” has the meaning set forth in the first paragraph of this Agreement.

“Person” means any individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, municipal corporation or political subdivision of this state, or a receiver, trustee, conservator or other representative appointed by order of any court.

“Records” means those records and accounts with respect to the Tax on each Customer Account on the Customer Account List, which are kept by the Contractor in the ordinary course of its business.

“State” means the State of Illinois.

“Tax” has the meaning set forth in the Recitals to this Agreement

“Tax Collection Services” means the services described in Article 3 of this Agreement.

“Tax Ordinance” has the meaning set forth in the Recitals to this Agreement.

**ARTICLE 3.
SERVICES OF THE CONTRACTOR**

3.1 Tax Collection General Provisions

The Contractor shall perform the services (the "Tax Collection Services") described in Section 3.2.

The Contractor is acting as an independent contractor in performing under this Agreement and nothing herein is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the Municipality and the Contractor, or as constituting the Contractor or any officer, owner, employee or agent of the Contractor as an agent, representative, fiduciary or employee of the Municipality for any purpose or in any manner whatsoever.

The relationship of the parties with respect to the subject matter of this Agreement, including without limitation the performance of the Tax Collection Services, is strictly contractual and neither party shall have any rights or obligations with respect to the Tax Collection Services other than as are expressly provided in this Agreement. Without limiting the generality of the foregoing, it is specifically understood and agreed that the rights and obligations of the Contractor with respect to the subject matter of this Agreement shall not be deemed to incorporate or be amended, modified or varied in any respect by (i) the provisions of any ordinance (including the Tax Ordinance), mandate or directive that the Municipality has adopted or may adopt in the future even if such ordinance, mandate or directive purports to amend, modify or vary any rights or obligations of the Contractor or to impose any performance standards, charges, damages, assessments, fines or penalties on the Contractor with respect to, or in connection with, the subject matter of this Agreement or (ii) the provisions of any existing or future license, franchise, grant or other agreement.

3.2 Tax Collection Services

A. Collection From Customers

The Contractor will bill the Tax to each Customer on the Customer Account List by including the Tax on the bills issued to the Customer for the Customer Account. The Tax will be billed at the rate of five cents (\$0.05) per therm of gas delivered and billed by the Contractor to such Customer Account. The Contractor will collect the Tax remitted along with any other amounts owed to the Contractor, including any gas and service charges, and any charges pursuant to Sections 9-221 and 9-222 of the Public Utilities Act.

The Contractor will include the Tax on any bill issued to a Customer on the Customer Account List on or after January 1, 2020.

B. Review of Customer Accounts

1. Municipality Cooperation with Respect to Customer Accounts

During the Term, the Municipality shall cooperate with the Contractor with respect to the review of Customer Accounts subject to the Tax, including, but not limited to, reviewing Customer Account Lists as described herein.

2. Initial Customer Account List

The Contractor shall provide the Municipality with the Contractor's initial Customer Account List prior to, or shortly following, commencement of the Tax Collection Services. The Municipality shall promptly review the Customer Account List provided by the Contractor and inform the Contractor in writing of changes to (including additions to, deletions from or other changes to) the Customer Account List within thirty (30) days of receipt of such Customer Account List. If the Municipality informs the Contractor of changes to the Customer Account List and provides supporting information for such changes, the Contractor shall use reasonable efforts to implement any such changes, unless it disputes any such changes from the Municipality, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same.

3. Changes to Customer Account List

The Municipality acknowledges that, during the Term, the Contractor will add Customer Accounts to, delete Customer Accounts from and make other changes to the Customer Account List as the Contractor is informed of changes related to Customer Accounts. In addition, if the Municipality informs the Contractor in writing of suggested changes to the Customer Account List and provides supporting information for such changes, the Contractor shall use its reasonable efforts to implement any such changes, unless it disputes any such changes from the Municipality, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same.

As a means of assisting the Municipality to confirm the accuracy of the Customer Account List on an ongoing basis during the Term, the Contractor may periodically provide to the Municipality a current Customer Account List. The Municipality shall promptly review such Customer Account List and inform the Contractor in writing of changes to (including additions to, deletions from or other changes to) the Customer Account List within thirty (30) days of receipt of such Customer Account List. If the Municipality informs the Contractor in writing of changes to the Customer Account List and provides supporting information for such changes, the Contractor shall use reasonable efforts to implement any such changes, unless it disputes any such changes suggested by the Municipality, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same. If the Municipality fails to so inform the Contractor in writing of changes to the Customer Account List, the Contractor shall be entitled to assume that the Municipality does not propose any changes to the current Customer Account List.

4. Accuracy of Customer Account List

The Customer Account Lists shall be compiled by the Contractor from information contained in the Contractor's customer records as such records exist from time to time based on information received by the Contractor from the Municipality in accordance with this Section 3.2B and from other sources of information normally used by the Contractor in the ordinary course of its utility business. The Customer Account Lists are intended to contain the accurate addresses of all Customers who use or consume gas within the Municipality. However, the Municipality specifically acknowledges that the Customer Account Lists compiled by the Contractor in the ordinary course of its business may include mistakes, errors and omissions and that, as a consequence, the Customer Account Lists may fail to include some Persons who use or consume gas within the Municipality or they may include some Persons who do not use or consume gas within the Municipality. The Contractor makes no representation or warranty that the Customer Account Lists will be free from mistakes, errors and omissions. The Contractor shall have no responsibility or liability to the Municipality for any such mistakes, errors or omissions in any Customer Account Lists including, without limitation, any responsibility or liability related to the collection of the Tax from Accounts on the Customer Account Lists or related to the failure to collect the Tax from Accounts not on the Customer Account Lists.

C. Responsibility for Providing Exempt Customer List

1. Initial Exempt Customer List

It shall be the obligation of the Municipality to provide the Contractor in writing with the Exempt Customer List before the commencement of the Tax Collection Services. In the event the Municipality does not provide the Contractor with an initial Exempt Customer List before the commencement of the Tax Collection Services, the Contractor thereafter may, but shall not be obligated to, compile an initial Exempt Customer List based upon its judgment, made in good faith, of Persons who would qualify as exempt from the Tax and, if the Contractor elects to compile an initial Exempt Customer List, the Contractor shall promptly provide the Municipality in writing with such Exempt Customer List. Upon receipt of the Exempt Customer List by the Contractor, the Contractor shall not include the Tax on any bill issued to a Person on the Exempt Customer List from and after the first day of the second month following the date of receipt of the Exempt Customer List, unless the Contractor disputes the inclusion of any Person on the Exempt Customer List, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same. In the event the Municipality does not timely provide the Contractor with an initial Exempt Customer List and the Contractor elects to compile an Exempt Customer List, the Contractor may exclude the Tax on any bill issued to a Person on the Exempt Customer List from and after the date the Contractor compiles such Exempt Customer List. The Municipality shall be responsible for updating the Exempt Customer List and shall promptly notify the Contractor of any such updates as they occur.

2. Addition of Persons to Exempt Customer List

Upon receipt by the Contractor of any written update to the Exempt Customer List from the Municipality adding Persons to the Exempt Customer List, the Contractor shall not include

the Tax on any bill issued to a Person added to the Exempt Customer List from and after the first day of the second month following the date of receipt of the updated Exempt Customer List, unless the Contractor disputes the addition of any such Person to the Exempt Customer List, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same.

3. Removal of Persons from Exempt Customer List

Upon receipt by the Contractor of any written update to the Exempt Customer List from the Municipality removing Persons from the Exempt Customer List, the Contractor shall include the Tax on any bill issued to a Person removed from the Exempt Customer List from and after the first day of the second month following the date of receipt of the updated Exempt Customer List, unless the Contractor disputes the removal of any such Person from the Exempt Customer List, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same.

4. Accuracy of Exempt Customer List

The Contractor makes no representation or warranty that the Exempt Customer Lists will be free from mistakes, errors and omissions including, without limitation, mistakes, errors or omissions by the Contractor in (i) compiling an initial Exempt Customer List in the event the Municipality fails to timely provide the Contractor with an initial Exempt Customer List or (ii) incorporating information received from the Municipality in the preparation or update of the Exempt Customer Lists. The Contractor shall have no responsibility or liability to the Municipality for any such mistakes, errors or omissions in any Exempt Customer Lists including, without limitation, any responsibility or liability related to the failure to collect the Tax from Accounts on the Exempt Customer Lists or related to the collection of the Tax from Accounts not on the Exempt Customer Lists.

D. Remittance

The Contractor will remit the Tax collected, net of its Fee, to the Municipality on or before the last day of the first calendar month following the calendar month in which the Tax is collected. The Contractor may remit payment for a calendar month on the basis of estimates made by the Contractor in good faith of the Tax to be billed and collected, and the Fee due, for that calendar month and, in such case, the Contractor will adjust as soon as reasonably practicable subsequent monthly remittances to account for differences between the Contractor's initial estimate of Tax collections, and Fee due, for such calendar month and Contractor's actual Tax collections and the actual Fee due for such calendar month. The Contractor may from time to time change its methodology for estimating in good faith the Taxes to be billed and collected, and the Fee due, for a calendar month. The Contractor ultimately shall only be responsible for remitting to the Municipality the actual amount of Tax collected by the Contractor, net of the Fee applicable thereto, and shall have no obligation to pursue collection efforts on behalf of the Municipality to collect any Tax billed by the Contractor that is not paid. If the Contractor's remittances for a calendar month are based on estimates and the amounts of such estimates are less than the actual Tax ultimately collected for such calendar month, the Contractor shall be responsible for remitting to the Municipality (if not otherwise accomplished through the

adjustment procedure above) the amount, without interest, by which the Tax actually collected for such month, net of the Fee applicable thereto, exceeded the Contractor's previous remittances for such month. If the Contractor's remittances for a calendar month are based on estimates and the amounts of such estimates are more than the actual Tax ultimately collected for such calendar month, the Municipality shall be responsible for remitting to the Contractor (if not otherwise accomplished through the adjustment procedure above) the amount, without interest, by which the Tax actually collected for such month, net of the Fee applicable thereto, is less than the Contractor's previous remittances for such month.

E. Customer Payments; Collection of Tax by Municipality

The Tax shall be due and payable by a Customer to the Contractor by the due date of the bill on which the Tax is included. The Municipality shall not assess or attempt to collect any Tax from a Customer, provided, however, that the Municipality may attempt to collect the Tax from Accounts subject to dispute between the Municipality and the Contractor pursuant to Section 3.2B., but only during such period as a dispute exists between the Municipality and the Contractor related to such Accounts and, provided, further, that the Municipality shall assume all liability related to the collection of the Tax from such Accounts and the Contractor shall have no responsibility or liability related to the collection of the Tax from such Accounts or related to the failure to collect the Tax from such Accounts. In the event that a Customer attempts to pay the Tax to the Municipality, the Municipality shall use its best efforts to direct the Customer to pay the Tax to the Contractor.

F. Records and Audits

1. Records

The Contractor shall use good faith efforts to retain for a three-year period from the date any billing of the Tax Records sufficient to reflect properly such Tax due, billed, collected and/or remitted to the Municipality, and the amount of any Fees deducted by the Contractor as payment for the Tax Collection Services.

Any Records transmitted, disclosed or otherwise made available to the Municipality pursuant to this Agreement shall not include identifying information pertaining to the Customer.

2. Audits

The Contractor shall keep the Records open to reasonable audit, inspection, copying and abstracting by the Municipality at the Contractor's office at reasonable times during business hours that are agreed to by the Contractor, at the Municipality's expense (which shall include reimbursement of all costs of the Contractor related to any such audit, inspection, copying or abstracting, including labor and overhead charges for employees and agents of the Contractor responding to audit requests) and subject to the Contractor's customer confidentiality policies. Audit requests shall be provided to the Contractor in writing and shall be limited in scope to Records relating to billing and collection of Tax from Customers for the three-year period preceding the date of the audit request. The Contractor shall determine, in its discretion, the manner and format in which such Records are provided to the Municipality. Each employee or

agent of the Municipality participating in the audit shall agree in writing to comply with the confidentiality obligations of the Municipality as specified in Section 3.4 of this Agreement.

If, after conducting an audit, the Municipality believes that the Tax should have been collected from certain Accounts or that the Tax should not have been collected from certain Accounts, the Municipality shall notify the Contractor in writing and provide supporting information as appropriate. The Contractor shall use reasonable efforts to commence or discontinue collection of the Tax from such Accounts, as applicable, on a prospective basis, unless it disputes the Municipality's position with respect to any such Account, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same. The Municipality shall be solely responsible for collecting the Tax from or refunding the Tax to such Accounts, as applicable, for periods prior to the date that the Contractor commences or discontinues collection of the Tax from such Accounts. Upon the request of the Municipality, the Contractor may provide reasonable assistance to the Municipality in the Municipality's collection or refunding of the Tax.

G. Liability for Tax Refunds, Disputes

Liability for the Tax shall rest exclusively with the Customer. The Contractor shall not be liable to remit any Tax not actually collected. To the extent a subcontractor or assignee that collects the Tax pursuant to this Agreement is required to transfer the amount of the Tax collected to the Contractor for remittance to the Municipality, the Contractor is responsible for remitting to the Municipality only that portion of the Tax actually received by the Contractor from the subcontractor or assignee.

Any Customer's claim for a refund or other dispute regarding the amount of Tax owed or collected shall be directed to and handled by the Municipality, not the Contractor. In no case shall the Contractor be liable to refund any Tax to a Customer or other amount collected and remitted to the Municipality pursuant to this Agreement. The foregoing shall not limit the Contractor's ability to refund the Tax in such cases where the Contractor reasonably determines that a refund is appropriate and, in any such case, the Contractor shall be entitled to reimbursement from the Municipality for such refund to the extent the amount of the refunded Tax previously had been remitted by the Contractor to the Municipality.

H. Amendments to Tax Ordinance

In the event that the Tax Ordinance is amended, the Municipality shall provide notice to the Contractor within 14 days of the date that any amended ordinance is passed. If the amended ordinance changes the rate of the Tax, then the Contractor shall collect the Tax at the new rate with respect to bills issued for a Customer Account on or after: (i) the effective date of the new rate of the Tax pursuant to the amended ordinance, which shall be the first day of a calendar month; or (ii) the first day of the calendar month following that date which is three months after the date on which the amended ordinance is passed, whichever is later. If the Tax Ordinance is amended without the prior written concurrence of the Contractor in any manner other than to change the rate of the Tax, the Contractor may at any time from and after the date such amended ordinance is passed terminate this Agreement upon thirty (30) days' written notice to the Municipality.

3.3 Subcontracts and Assignments

A. Assignment by Contractor

1. Merger or Asset Sale

The Contractor may, without the consent of the Municipality, transfer its rights and obligations under this Agreement, in whole, but not in part, in connection with a merger or a sale, transfer or conveyance of all or substantially all of the Contractor's assets.

2. Collection Agencies

The Contractor may, without the consent of the Municipality, subcontract, assign or delegate all or any portion of the Tax Collection Services to one or more collection agencies or law firms in the ordinary course of the Contractor's business and consistent with the requirements of this Agreement. Furthermore, the Contractor may, without the consent of the Municipality, permit any of its authorized agents listed on the Contractor's published "Directory of Company Authorized Collection Agents and Company Offices", for example, a bank or a savings and loan, to accept payments from Customers on behalf of the Contractor.

3. Gas Supplier Agreements

The Contractor may enter into an agreement with a gas supplier to provide billing services to the Contractor. In the event the Contractor enters into such an agreement with a gas supplier, the Contractor may, at the Contractor's sole discretion, (a) continue to collect the Tax with respect to Customers purchasing gas from the gas supplier, (b) subcontract, assign or delegate, without the consent of the Municipality, all or any portion of the Tax Collection Services to the gas supplier with respect to Customers purchasing gas from the gas supplier, or (c) provide notice to the Municipality that those Customers purchasing gas from the gas supplier will not be considered Customers for purposes of this Agreement and will be removed from the Customer Account List on the first day of the month following such notice, in which case the Municipality may enter into a separate agreement with the gas supplier to collect the Tax from such Customers.

4. Other Assignments

Except as otherwise permitted pursuant to this Section 3.3A., the Contractor shall not subcontract, assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement without the express written consent of the Municipality, such consent not to be unreasonably withheld. Any attempted subcontract, assignment, delegation or transfer made without such express written consent shall be void and of no effect.

5. Conditions of Assignment

All subcontracts or assignments permitted pursuant to this Section 3.3A. (with the exception of transfers permitted pursuant to Section 3.3A.1. and Section 3.3A.3 and subcontracts or assignments where the Municipality approves otherwise pursuant to section 3.3A.4.) shall be deemed conditioned upon performance by the subcontractor or assignee in accordance with the

terms and conditions of this Agreement. If any such subcontractor or assignee approved by the Municipality pursuant to Section 3.3A.4. shall fail to observe or perform the terms and conditions of this Agreement, the Municipality shall have the right upon written notification to require the performance of this Agreement by the Contractor personally or through any other Municipality-approved subcontractor or assignee.

B. Effect of Municipality Consent

No subcontract or assignment with respect to this Agreement (with the exception of transfers permitted pursuant to Section 3.3A.1. and subcontracts or assignments where the Municipality approves otherwise pursuant to Section 3.3A.4.), nor any acceptance of or payment for any Tax Collection Services by the Municipality, shall relieve the Contractor of any of its obligations hereunder.

C. Assignment by the Municipality

Without the express written consent of the Contractor, such consent not to be unreasonably withheld, the Municipality shall not subcontract, assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement. Any attempted subcontract, assignment, delegation or transfer made without such express written consent shall be void and of no effect.

Notwithstanding the foregoing, the Municipality may, without the consent of the Contractor, (i) assign or otherwise transfer, in whole or in part, its rights to receive the Tax collected hereunder in connection with any debt financing transaction, and (ii) subcontract, assign or delegate all or any part of its rights of assessment and enforcement with respect to the Tax.

3.4 Confidentiality

The Contractor and the Municipality hereby agree not to disclose to third parties any information provided to either the Contractor or the Municipality by the other (or by such other party's agents, contractors, or subcontractors), or obtained by either party in the performance of its obligations under this Agreement. This Section 3.4 shall not apply to the following: (a) information available from public sources, (b) information made public by a party other than the Municipality or the Contractor, (c) disclosure by the Contractor to affiliates of the Contractor, or to the Contractor's agents or subcontractors which is necessary for the Contractor to perform its obligations under this Agreement, (d) disclosure required, in the opinion of the disclosing party's legal counsel, by law, judicial or administrative order or where such disclosure is necessary to comply with Federal or state securities laws, (e) disclosure required by any lender providing financing to the Contractor or the Municipality or from whom such financing is sought, (f) disclosure to a Customer regarding his Tax liability or payment, (g) general instructions and/or general information regarding the Tax provided to the public and/or to Customers, (h) disclosure to the Illinois Commerce Commission, and (i) disclosure required under the Illinois Freedom of Information Act.

Furthermore, the Municipality acknowledges that the Contractor's obligations pursuant to this Agreement, including its obligations to provide information or access to information,

particularly Records, to the Municipality, are subject to the Contractor's customer confidentiality policies. The Municipality further acknowledges that such customer confidentiality policies may limit the Municipality's access to such information. The Municipality also acknowledges that any Records transmitted, disclosed or otherwise made available to the Municipality pursuant to this Agreement shall not include identifying information pertaining to the Customer.

3.5 Compliance with Laws

The Contractor and the Municipality shall at all times observe and comply, in all material respects, with all applicable laws, ordinances, rules, regulations, policies and executive orders of the federal, state and local government which may affect the performance of this Agreement.

ARTICLE 4. TERM

4.1 Term of Agreement

A. Original Term

This Agreement shall take effect as of the date hereof and shall continue until January 1, 2021 (subject to paragraph B below) or until this Agreement is terminated in accordance with its terms, whichever occurs first.

The Contractor's duty to perform the Tax Collection Services shall begin with bills issued to Customers on January 1, 2020 and shall cease (unless otherwise extended hereunder) with respect to bills issued on or after January 1, 2021.

B. Extension

This Agreement shall automatically extend for successive one-year periods after the original one-year term unless either party elects to terminate this Agreement by written notice delivered to the other party no later than thirty (30) days prior to the end of the then current term or this Agreement is otherwise terminated in accordance with its terms.

ARTICLE 5. COMPENSATION

As compensation for the Tax Collection Services provided hereunder, the Contractor shall be paid a fee (the "Fee") equal to 3% of the amount of Tax collected by the Contractor, its subcontractors or its authorized agents and remitted in accordance with Section 3.2D. The Contractor shall be entitled to deduct the applicable Fee from each remittance of Tax to the Municipality. Payment of the Fee for any Tax actually collected and remitted to the Municipality in accordance with Section 3.2D., whether before or after the effective date of the termination of this Agreement, shall be in accordance with this Article 5.

**ARTICLE 6.
DISPUTES**

The Municipality and the Contractor shall use their best efforts to resolve any disputes arising under this Agreement including disputes as to whether the Contractor failed to remit or timely remit any Tax collected. During any period of dispute resolution, the Contractor shall continue to perform the Tax Collection Services and will be entitled to collect its Fee under Article 5.

**ARTICLE 7.
REPRESENTATIONS AND WARRANTIES**

7.1 Contractor's Representations and Warranties

In connection with the execution of this Agreement, the Contractor hereby represents and warrants to the Municipality that the Contractor is legally authorized to execute this Agreement and to perform or cause to be performed the Tax Collection Services.

7.2 Municipality's Representations and Warranties

In connection with the execution of this Agreement, the Municipality hereby represents and warrants to the Contractor that the Municipality:

- (A) is a municipality duly constituted and validly existing within the meaning of Section 1 of Article VII of the 1970 Constitution of the State and is a home rule unit of government under Section 6(a) of Article VII of said Constitution;
- (B) has full power and authority as a home rule unit of government to impose the Tax and to execute this Agreement; and
- (C) has duly authorized all necessary action to be taken by it for the imposition of the Tax and the execution and performance of this Agreement.

**ARTICLE 8.
TERMINATION**

8.1 Termination Right of Municipality

The Municipality shall have the absolute right to terminate this Agreement by a notice in writing from the Municipality to the Contractor setting forth the effective date of such termination:

- (A) if the Tax is preempted, repealed, or determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid; or
- (B) upon thirty (30) days' written notice to the Contractor.

If the Municipality elects to terminate this Agreement under this Section 8.1., all Tax Collection Services to be provided hereunder shall cease with respect to bills issued on and after the effective date stated in the notice, which date shall be the first day of a calendar month.

8.2 Termination Right of Contractor

The Contractor shall have the absolute right to terminate this Agreement by a notice in writing from the Contractor setting forth the effective date of such termination:

- (A) if the Illinois Commerce Commission issues an order prohibiting the Contractor from performing all or part of the Tax Collection Services;
- (B) if the Tax is preempted, repealed, or determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid; or
- (C) upon thirty (30) days' written notice to the Municipality.

If the Contractor elects to terminate this Agreement under this Section 8.2., all Tax Collection Services to be provided hereunder shall cease with respect to bills issued on and after the effective date stated in the notice, which date shall be the first day of a calendar month.

ARTICLE 9. GENERAL CONDITIONS

9.1 Entire Agreement

A. General

The Contractor and the Municipality acknowledge that this Agreement shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

B. No Collateral Agreements

The Contractor and the Municipality agree that, except for those representations, statements or promises expressly contained in this Agreement, no representation, statement or promise, oral or in writing, of any kind whatsoever, by either party, its officials, its agents or its employees has induced the other party to enter into this Agreement or has been relied upon by either party including any with reference to (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Tax Collection Services to be performed; (iii) the nature, quantity, quality or volume of any materials, labor or other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (v) above, affecting or having any connection with this Agreement or the negotiation or performance hereof.

9.2 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

9.3 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and by the Municipality or their respective successors and assigns.

9.4 Governing Law and Jurisdiction

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois without regard to principles of conflicts of law.

9.5 Severability

The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

9.6 Interpretation

Any headings of this Agreement are for convenience or reference only and do not define or limit the provisions hereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

9.7 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

9.8 Invalid Tax or Exemption from Tax; Responsibility for Refunds and Collection

In the event that it is determined by a court or administrative agency of competent jurisdiction that the Tax does not apply to the use of gas by a Customer from whom the Tax was collected and remitted to the Municipality in accordance with this Agreement, it shall be the Municipality's responsibility to make any necessary refunds; the Contractor shall not be responsible for any refunds to the Customer, nor shall the Contractor be required to refund to the Municipality any Fee retained by the Contractor with respect to the Tax collected from that

Customer. If, notwithstanding the foregoing, the Contractor is ordered by a court or administrative agency of competent jurisdiction to make any necessary refunds, the Municipality shall reimburse the Contractor for any such refunds made by the Contractor.

In the event that any aspect of the Tax is found to be invalid or unconstitutional by a court of competent jurisdiction, it shall be the Municipality's responsibility to make any necessary refunds; the Contractor shall not be responsible for any refunds of the Tax to Customers, nor shall the Contractor be required to refund to the Municipality any Fee retained by the Contractor with respect to Tax collected. If, notwithstanding the foregoing, the Contractor is ordered by a court or administrative agency of competent jurisdiction to make any necessary refunds, the Municipality shall reimburse the Contractor for any such refunds made by the Contractor.

In the event that any exemption from the Tax is found to be invalid or unconstitutional by a court of competent jurisdiction, it shall be the Municipality's responsibility to collect any amounts of the Tax then due; the Contractor shall not be responsible to collect any such amounts. If, notwithstanding the foregoing, the Contractor is ordered by a court or administrative agency of competent jurisdiction to collect any amounts of the Tax then due, the Municipality shall reimburse the Contractor for any costs of the Contractor related to the collection of such Tax.

9.9 Miscellaneous Provisions

Whenever under this Agreement the Municipality by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the Municipality's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the Municipality may have waived the performance, requirement or condition.

Whenever under this Agreement the Contractor by a proper authority waives the Municipality's performance in any respect or waives a requirement or condition to either the Municipality's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the Contractor may have waived the performance, requirement or condition.

9.10 Nonliability of Public Officials

No official or employee of the Municipality shall be charged personally by the Contractor or by any assignee or subcontractor of the Contractor with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement or because of the Municipality's execution or attempted execution thereof or because of any breach hereof.

9.11 Nonliability of the Contractor's Officers, Directors, Employees and Agents

No officer, director, employee or agent of the Contractor shall be charged personally by the Municipality or by any assignee or subcontractor of the Municipality with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement or because of the Contractor's execution or attempted execution thereof or because of any breach hereof.

9.12 Consequential Damages; Fines; Etc.

Notwithstanding any other provision in this Agreement, neither the Municipality nor the Contractor, or their respective officers, directors, employees, representatives or agents shall be liable to the other for consequential losses or damages, including punitive or exemplary damages, arising out of or incurred in connection with the Tax Collection Services. The Municipality and the Contractor each hereby release each other and their subcontractors, officers, directors, employees, representatives and agents from any such liability.

The Contractor shall not be liable to the Municipality for any fine, assessment, penalty, forfeiture, fee, interest payment or other charge in connection with the Tax Collection Services or this Agreement notwithstanding any present or future ordinance, mandate or directive adopted by the Municipality that may purport to authorize the Municipality to assess any such fine, assessment, penalty, forfeiture, fee, interest payment or other charge to the Contractor in connection with the Tax Collection Services or this Agreement.

The Municipality shall not seek to impose any lien or encumbrance upon any property of the Contractor, or seek to revoke, modify or refuse to renew or grant any license, right or franchise of the Contractor as a means, directly or indirectly, to seek to compel compliance by the Contractor with this Agreement or in connection with any dispute relating to the performance of the Tax Collection Services or any obligations of the Contractor relating thereto.

9.13 Limitation of Liability

To the fullest extent permitted by law, the cumulative maximum liability of the Contractor to the Municipality with respect to claims and costs arising out of the performance or nonperformance of the Tax Collection Services shall not exceed the amount of the Contractor's Fee paid to the Contractor during the period that is one year prior to the date on which the Municipality commences an action against the Contractor.

9.14 Indemnification by Municipality Related to Imposition of Tax

The Municipality agrees to indemnify, defend and hold harmless the Contractor, including its officers, agents and employees, against any liability, loss, costs and expenses, including all costs of litigation and all reasonable attorneys' fees, that the Contractor, including its officers, agents and employees, incur, sustain or are subject to that results from or arises out of any claim, cause of action or litigation wherein another party asserts that any aspect of the Tax (including any exemption from the Tax) is unconstitutional under the United States or Illinois constitutions or otherwise invalid.

9.15 Limitation Period on Actions

No action, regardless of form, arising out of this Agreement, or alleging any breach of this Agreement, may be brought by either the Contractor or the Municipality against the other party more than three years after such an action accrued.

9.16 Survival

All provisions that by their inherent character should survive termination of this Agreement, shall survive the termination of this Agreement.

**ARTICLE 10.
NOTICES**

Notices provided for herein, unless expressly provided for otherwise in this Agreement, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the Municipality: City of Belvidere
 Attention: City Clerk
 401 Whitney Boulevard
 Belvidere, Illinois 61008

If to the Contractor: Nicor Gas Company
 1844 Ferry Road
 Naperville, Illinois 60563-9600
 Attention: Billing Manager

With a Copy to: Nicor Gas Company
 1844 Ferry Road
 Naperville, Illinois 60563-9600
 Attention: Community Relations Manager

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail shall be deemed received three days after mailing in accordance with this Article 10. Notices delivered personally shall be deemed effective upon receipt.

**ARTICLE 11.
AUTHORITY**

11.1 Municipality’s Authority

This Agreement is entered into by virtue of the home rule authority conferred on the Municipality under Section 6(a), Article VII of the 1970 Constitution of the State.

11.2 Contractor's Authority

Execution of this Agreement by the Contractor is authorized by bylaws or a resolution of its Board of Directors, and the signature of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Municipality and the Contractor have executed this Agreement to be effective as of the date first set forth above.

CITY OF BELVIDERE

By: _____

Its: _____

Date: _____

NORTHERN ILLINOIS GAS COMPANY, d/b/a/
NICOR GAS COMPANY

By: _____

Its: _____

Date: _____



BELVIDERE, ILLINOIS

ESTABLISHED 1881

BECKY TOBIN
BUDGET/FINANCE OFFICER
401 WHITNEY BLVD., STE. 100
BELVIDERE, IL 61008

btobin@ci.belvidere.il.us
PHONE: 815-544-2612
FAX: 815-544-3060

March 4, 2020

To: Mayor Chamberlain
City Aldermen

From: Becky Tobin

Re: Financial Software Data Hosting

Dear Mayor and Aldermen:

Attached is an agreement with Tyler Technologies, which is the parent company of our financial software, Incode. This agreement will allow Tyler to host our data in the Cloud rather than on a local network server. Moving our data to the Cloud is another way to protect it from any kind virus attack like we had happen earlier this year. It also allows for greater redundancy and offsite access if city Hall is ever shut down for some reason. This agreement comes with 10 licenses so we could potentially add Incode users if we need to. The cost of this service is \$10,500 per year however by moving our data to the Cloud we are able to eliminate other Tyler products that we will no longer need. The amount we will save is estimated to be \$4,872.32 per year so we will actually be spending \$5,627.68 over what we are currently spending on our Incode software and maintenance.

I am recommending that the City enter into the data hosting agreement with Tyler Technologies for an annual cost of \$10,500. I have budgeted this expense in the FY 2021 budget.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Belvidere, Illinois.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.



- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to

supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. **License Fees.** You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Escrow.** We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. **Limited Warranty.** We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. **Services.** We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. **Additional Services.** The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you

cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
9. Hosting Services. We will host the Tyler Software in accordance with the terms and conditions set forth in the Hosting Services Exhibit, attached hereto as Exhibit D, and the Service Level Agreement, attached hereto as Schedule 1 to Exhibit D. You retain all ownership and intellectual property rights to the Data

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition,



you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
 - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.

- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including

reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
Schedule 1: Support Call Process
- Exhibit D Hosting Services
Schedule 1: Service Level Agreement

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Belvidere

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Belvidere
401 Whitney Blvd.; Suite 200
Belvidere, IL 61008
Attention: Becky Tobin



Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Tyler Richardson
 Quote Expiration: 8/2/2020
 Quote Name: City of Belvidere - LGD - Hosted
 Quote Number: 2020-102034
 Quote Description: Hosted

Sales Quotation For
 City of Belvidere
 401 Whitney Blvd Ste 200
 Belvidere, IL 61008
 Phone: +1 (815) 544-2612

Tyler Software and Related Services - Annual		One Time Fees		
Description	Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
Tyler Hosted Applications				
Hosting User Fee	0	\$0	\$0	\$10,500
	<i>Sub-Total:</i>	\$0	\$0	\$10,500
	TOTAL:	0	\$0	\$10,500
Summary		One Time Fees	Recurring Fees	
Total Tyler Annual		\$0	\$10,500	
Total Tyler Services		\$0	\$0	
Total Third Party Hardware, Software and Services		\$0	\$0	
Summary Total		\$0	\$10,500	
Contract Total		\$10,500		

- Incode modules:
- Accounts Payable
 - Check reconciliation
 - Cash Collections
 - General Ledger
 - Payroll
 - Service Orders Utility Billing

- Hosting User Fee includes 10 users. Hosting includes Basic Network Services and Disaster Recovery Services.





Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler



Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first-year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



**Exhibit C
Schedule 1
Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D Hosting Services

Tyler Hosting Services (also referred to as SaaS Services) for the Tyler Software will be provided subject to the following terms and conditions.

SECTION A – DEFINITIONS

- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Hosting Fees”** means the fees for the SaaS Services identified in the Investment Summary. Hosting Fees may also be referred to as SaaS Fees.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services may also be referred to as Hosting Services. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the Service Level Agreement. A copy of our current SLA is attached hereto as Schedule 1.

SECTION B – SAAS SERVICES APPLICABLE TO TYLER SOFTWARE

1. **Rights Granted**. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Exhibit C of the Agreement. The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(1). We will make any such software available to you for download.
2. **Hosting Fees**. You agree to pay us the annual Hosting Fees. Those amounts are payable as set forth in Section D below and in accordance with our Invoicing and Payment Policy. The Hosting Fees are

based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section I(1) of the Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement.

3.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. SaaS Services.

5.1. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

5.2. You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

5.3. Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we

declare, said declaration will not be unreasonably withheld.

- 5.4. In the event we declare a disaster, our Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 5.5. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 5.6. We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 5.7. We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 5.8. We provide secure Data transmission paths between each of your workstations and our servers.
- 5.9. Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 5.10. Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – SAAS TERM AND TERMINATION of SAAS SERVICES

1. **Term.** The term for Tyler SaaS Services will commence on the Effective Date and will remain in effect for one (1) year. Thereafter, the term will renew automatically for additional one (1) year

terms at our then-current Hosting Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Your right to access or use the SaaS Services will terminate at the end of the term for SaaS Services.

2. Failure to Pay Hosting Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of the Hosting Fees. If you fail to timely pay the Hosting Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate. In the event of termination or nonrenewal of this Agreement, Tyler shall, upon Client request, provide to Client a copy of the Client SQL database then residing in Tyler's hosted environment.

SECTION D – PAYMENT OF HOSTING FEES

1. Hosting Fees. Hosting Fees are invoiced annually in advance, beginning on the Effective Date. Subsequent annual Hosting Fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.



Exhibit D
Schedule 1
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error



Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



BELVIDERE, ILLINOIS

Established 1881

February 28, 2020

Mr. Don Banks
11159 IL-76
Poplar Grove, IL 61065

Dear Don:

Please consider this letter as appointment to the Community Building Complex Committee. We appreciate your interest in serving our community in this capacity.

I am confident that you will be an asset to the committee. If you should have any questions or concerns, please feel free to contact my office.

I will be submitting this letter to the City Council for final approval.

Yours truly,



Mike Chamberlain
Mayor

cc: Community Building Complex Committee

MIKE CHAMBERLAIN, MAYOR

401 WHITNEY BLVD. SUITE 100 • BELVIDERE, ILLINOIS • PHONE: 815/544-2612 • EMAIL: MAYOR@CI.BELVIDERE.IL.US

BELVIDERE, ILLINOIS

Established 1881

March 4, 2020

Ms. Natalie Mulhall

Dear Natalie:

Please consider this letter as appointment to the Belvidere Planning & Zoning Commission. We appreciate your interest in serving our community in this capacity.

I am confident that you will be an asset to the committee. If you should have any questions or concerns, please feel free to contact my office.

I will be submitting this letter to the City Council for final approval.

Yours truly,

A handwritten signature in black ink, appearing to be 'M Chamberlain', written over a faint circular stamp or watermark.

Mike Chamberlain
Mayor

MIKE CHAMBERLAIN, MAYOR

401 WHITNEY BLVD. SUITE 100 • BELVIDERE, IL 61008 • PHONE: 815/544-2612 • EMAIL: MAYOR@CI.BELVIDERE.IL.US



Memo...

From:	Chief Hyser	Today's Date:	March 4, 2020
To:	City Clerk Turnipseed	Meeting Date:	March 9, 2020
Subject:	Belvidere City Council: Agenda – St.#1 Upstairs Remodel		

The Belvidere Fire Department Station #1 upstairs remodeling project is moving right along. Up to this point the project has been performed by a few of our Department members who have completed the demolition, reframing, electrical, insulation, and installation of a pull-down attic ladder.

We are at the drywall phase of the project and the area to be drywalled is quite large. Although our guys are very talented, they do not feel we can do the job ourselves in a timely and efficient manner.

The Department has received 3 quotes from local contractors. It is our members opinion that we go with the lowest bid from L5 Drywall in the amount of \$12,525.00. The expense will come out of the building repair/maintenance line item #01-5-220-6010.

Chief Al Hyser



Estimate EST26

NAME Chris Letourneau
PHONE (815) 929-3920
EMAIL cletourneau@belviderefire.com
DATE February 19, 2020

L5 drywall
6195 stateline rd s. Beloit 61080
6082890589
jesusacostac@yahoo.com

DESCRIPTION	UNIT PRICE	QTY	TOTAL
Drywall installation with smooth finish with materials and labor. <i>Quote for the fire station the second floor and stairs.</i>			\$12,525.00
		SUBTOTAL	\$12,525.00
		TOTAL	\$12,525.00

SAM BURNS
874-8308



QUALITY AT THE RIGHT PRICE

815-874-8308

123 S STATE ST
Belvidere IL 61008
A H CHES

Date 2-15-20

Page of

Reference

979-3920

PROPOSAL

We are pleased to submit the following quotation for your consideration:

DESCRIPTION	UNIT PRICE
<p>This Bio W Z USE & Alkate System Powder & plaster. Sand Finish - UPSTAIRS & FIREHOUSE - on Rooms DESIGNED WITH - CHAS LEAOURNEAU. ABOUT PRICE IS FOR LABOR & MATERIALS -</p>	<p>\$ 11,492.⁵⁰</p>
Delivery	F.O.B.
Terms:	

IMPORTANT

ALL TYPES OF PLASTERING * STUCCO & REPAIR

This estimate is subject to acceptance within 10 days. Orders placed cannot be delayed or canceled except on terms that will indemnify us against loss. Delivery promises are contingent upon receipt of raw materials, strikes, changes, accidents or other causes beyond our control. This estimate is subject to change, if changes are made in materials or finish. In the event of default, Purchaser agrees to pay all expenses of collection incurred by Plastering by Sam, Inc., including, but not limited to, reasonable attorney's fees.

Respectfully Submitted,

By: _____

SAM BURNS
874-8308



QUALITY AT THE RIGHT PRICE

815-874-8308

123 State St
Belvidere IL 61008
Attn: CHRIS

Date 2/29

Page of

Reference

979 3920

PROPOSAL

We are pleased to submit the following quotation for your consideration:

DESCRIPTION	UNIT PRICE
Bio 20SE Kalkrete System Bondo & Plaster - Sand finish Bond for Stairway only - walls - only Price Labor & materials SERPP Builders Responsibility	\$ 3500.00
Delivery	F.O.B.
Terms:	

IMPORTANT

ALL TYPES OF PLASTERING * STUCCO & REPAIR

This estimate is subject to acceptance within 10 days. Orders placed cannot be delayed or canceled except on terms that will indemnify us against loss. Delivery promises are contingent upon receipt of raw materials, strikes, changes, accidents or other causes beyond our control. This estimate is subject to change, if changes are made in materials or finish. In the event of default, Purchaser agrees to pay all expenses of collection incurred by Plastering by Sam, Inc., including, but not limited to, reasonable attorney's fees.

Respectfully Submitted,

By: [Signature]

Gordon C. Johnson Plastering, Inc

223 Bounty Dr NE
 Poplar Grove, IL 61065
 815-739-8391 (cell)

Estimate

Date	Estimate #
2/9/2020	468

Name / Address
City of Belvidere Fire Department 123 S. State Street Belvidere, IL 61008 815-544-2735 mzumbragel@belviderefire.com

Project

Description	Qty	Cost	Total
Blue Board to be supplied & hung by others I will cover floors & windows as required I will supply and assemble necessary scaffolding I will apply mesh tape, Kal-Kote base coat, and sand finish to all areas discussed (stairway repairs will be done with smooth finish to match existing) All material and labor included Total Thank you for giving me the opportunity to bid your project. if you have any questions, please feel free to contact me anytime. Please sign and date <hr/> <hr/>		15,498.00	15,498.00
Fire Station #1 123 S. State St.	Total		\$15,498.00