WATERLOO CITY COUNCIL

Regular Meeting Agenda

Date: March 06, 2017 Time: 7:30 p.m.

- 1. <u>Call to Order</u>.
- 2. Roll Call.
- 3. <u>Pledge of Allegiance</u>.
- 4. <u>Correction or Withdrawal of Agenda Items by Sponsor.</u>
- 5. Approval of Minutes as Written or Amended.
- 6. Petitions by Citizens on Non-Agenda Items.
- 7. Reports and Communications from the Mayor and other City Officers.
 - A. Report of Collector.
 - B. Report of Treasurer.
 - C. Report of Zoning Administrator.
 - D. Report of Director of Public Works.
 - E. Report of Chief of Police.
 - F. Report of City Attorney.
 - G. Report and Communication by Mayor.
 - 1. Presentation of Façade Grant Check for \$10,000.00 to Bountiful Blossoms.
 - 2. Presentation of Military Commendation to Senior Airman Bryan Jones, USAF.
 - 3. Presentation of Check in the Amount of \$1,000.00 from the VFW to the Waterloo Police Department.
- 8. Report of Standing Committees.
- 9. Report of Special Committees.
- 10. Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.
- 11. Unfinished Business.
- 12. Miscellaneous Business.
 - A. Consideration and Action on Warrant No. 551.
 - B. Consideration and Action on Approval of the Annual Waterloo Homecoming to be held on August 25 26, 2017, including the Placement of No Parking Signs and Street Closures of Third Street: Main to Market; and, Mill Street: Main to Market; and Main Street: Alley near HTC to Mill.
 - C. Consideration and Action on Procedure and Schedule of Proceedings Relative to the Adoption of the Annual Budget for the Fiscal Year of May 1, 2017 through April 30, 2018.
 - D. Consideration and Action on Approval of the Human Support Services 5K Run/Walk Fundraiser to be held on May 5, 2017 at 6 p.m.
 - E. Consideration and Action on Approval and Signing of Agreements Between the Waterloo Police Department and LexisNexis for eCrash, an Electronic Crash Report System.
- 13. <u>Discussion of Matters by Council Members Arising After Agenda Deadline.</u>
- 14. <u>Motion to Adjourn</u>.

DATES TO REMEMBER

Mar. 08, 2017 – Minister's Meeting, Waterloo City Hall: Second Floor, 8:00 a.m.

Mar. 08, 2017 – Park District Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.

Mar. 09, 2017 – Violence Prevention Meeting, Waterloo City Hall: Second Floor, 4:00 p.m.

Mar. 13, 2017 – Planning Commission Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.

Mar. 14, 2017 – Sister Cities Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.

Mar. 16, 2017 – Zoning Board of Appeals Meeting, City Hall: Council Chambers, 7:30 p.m.

Mar. 20, 2017 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.

Mar. 28, 2017 – American Legion Meeting, Waterloo City Hall: Second Floor, 7:00 p.m.

MINUTES OF THE CITY COUNCIL MEETING FEBRUARY 21, 2017

- 1. The meeting was called to order by Mayor Tom Smith.
- 2. The following Aldermen were present: Thomas, Trantham, Row and Heller. Aldermen Notheisen, Hopkins, Darter and Frederick were absent.
- 3. Pledge of Allegiance led by Mayor Tom Smith.
- 4. <u>Correction or Withdrawal of Agenda Items by Sponsor.</u>
 None

5. Approval of Minutes as Written or Amended.

Motion made by Alderman Row and seconded by Alderman Thomas to approve February 06, 2017, 7:30 p.m. City Council Meeting Minutes. Motion passed unanimously to approve the minutes with Alderman Thomas, Trantham, Row, Heller and Smith voting yea.

6. <u>Petitions by Citizens on Non-Agenda Items.</u> None.

7. Reports and Communications from the Mayor and other City Officers.

A. Report of Collector.

The report is in the packet. Motion to accept the report made by Alderman Row and seconded by Alderman Heller. Motion passed unanimously with Alderman Row, Heller, Thomas, Trantham and Smith voting yea.

B. Report of Treasurer.

The report is in the packet. Motion to accept the report made by Alderman Heller and seconded by Alderman Thomas. Motion passed unanimously with Alderman Heller, Thomas, Trantham, Row and Smith voting yea.

C. Report of Zoning Administrator.

No report.

D. Report of Director of Public Works.

Tim Birk stated IDOT will complete the final work on the roundabout and will close the roundabout in March for 3 days beginning March 13 with marked detours. Tim's department received a call from Imo's at the strip mall on North Market with complaints of a petroleum smell coming from the sewer. The sewer was flushed out and after several hours the smell was gone. The white lights are all installed in downtown.

E. Report of Chief of Police.

Chief Douglas reported the self-defense classes began their first session tonight on the 3rd floor of City Hall. Assistant Chief of Police Jeff Prosise and Dan Rose from the Waterloo High School are the instructors. The WPD now has their own Facebook page.

F. Report of City Attorney.

No report.

G. Report and Communication by Mayor.

Mayor Smith distributed a photo of a young boy from Little Rock, Arkansas who has a rare disease. He admires the policemen and patches have been collected from area police to send to him.

8. Report of Standing Committees.

No report.

- 9. <u>Report of Special Committees.</u> No report.
- 10. Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.
 - A. <u>Consideration and Action on Ordinance No. 1716 Providing for a Travel Expense Policy in Compliance with the Local Government Travel Expense Control Ace, 50 ILCS 150/ et seq.</u>

Motion made by Alderman Heller and seconded by Alderman Row to approve Ordinance No. 1716 providing for a Travel Expense Policy in compliance with the Local Government Travel Expense Control Act, 50 ILCS 150/et seq. Motion passed unanimously with Aldermen Heller, Thomas, Trantham, Row and Smith voting yea.

- B. Consideration and Action on Ordinance No. 1717 Amending the City of Waterloo Revised Code of Ordinances, Chapter 12 Fees, Section 12-1-1(A)(3) Regarding Building Permit Fees for Remodeling or Build-Outs of Commercial Structures. Motion made by Alderman Heller and seconded by Alderman Thomas to approve Ordinance No. 1717 amending the City of Waterloo Revised Code of Ordinances, Chapter 12 Fees, Section 12-1-1(A)(3) regarding building permit fees for remodeling or build-outs of commercial structures. Motion passed unanimously with Aldermen Heller, Thomas, Trantham, Row and Smith voting yea.
- C. <u>Consideration and Action on Ordinance No. 1718 Authorizing the Acquisition of 3.44</u>
 <u>Acres of Property Located Adjacent to Lakeview Park and the City of Waterloo, Illinois Yard Waste Disposal Site.</u>

Motion made by Alderman Heller and seconded by Alderman Row to approve Ordinance No. 1718 authorizing the acquisition of 3.44 acres of property located adjacent to Lakeview Park and the City of Waterloo, Illinois Yard Waste Disposal Site. Motion passed unanimously with Aldermen Heller, Thomas, Trantham, Row and Smith voting yea.

D. <u>Consideration and Action on Resolution No. 17-04 Authorizing the Execution of a Professional Services Agreement-Task Order No. 17 Between the City of Waterloo, Illinois and HMG Engineers, Inc. for Engineering Services Related to the Water Supply Project Plan – Study and Report Phase, with a Not to Exceed Amount of \$75,000,00</u>

Motion made by Alderman Trantham and seconded by Alderman Heller to approve Resolution No. 17-04 authorizing the execution of a Professional Services Agreement-Task Order No. 17 between the City of Waterloo, Illinois and HMG Engineers, Inc. for Engineering Services related to the Water Supply Project Plan – Study and Report Phase, with a not to exceed amount of \$75,000.00. Motion passed unanimously with Aldermen Trantham, Row, Heller, Thomas and Smith voting yea.

E. Consideration and Action on Resolution No. 17-05 Authorizing the Execution of a Professional Services Agreement-Task Order No. 18 Between the City of Waterloo, Illinois and HMG Engineers, Inc. for Engineering Services Related to the Salt Storage Structure – Design and Bidding, with a Not to Exceed Amount of \$13,500.00: and, Construction Engineering as Requested.

Motion made by Alderman Row and seconded by Alderman Heller to approve Resolution No. 17-05 authorizing the execution of a Professional Services Agreement-Task Order No. 18 between the City of Waterloo, Illinois and HMG Engineers, Inc. for Engineering Services related to the Salt Storage Structure – Design and Building with a not to exceed amount of \$13,500.00: and, Construction Engineering as requested. Motion passed unanimously with Aldermen Row, Heller, Thomas, Trantham and Smith voting yea.

F. <u>Consideration and Action on Resolution No. 17-06 Approving an Amendment to the Net Metering Policy and the Interconnection Policy for 2017 Regarding Meters and Insurance.</u>

Motion made by Aldermen Heller and seconded by Alderman Trantham to approve Resolution No. 17-06 approving an amendment to the Net Metering Policy and the Interconnection Policy for 2017 regarding meters and insurance. Motion passed unanimously with Aldermen Heller, Thomas, Trantham, Row and Smith voting yea.

11. <u>Unfinished Business</u>. None.

12. Miscellaneous Business.

A. Consideration and Action on Request from the Waterloo Optimist Club for their Annual Car Show to be held on June 04, 2017 and for Street Closures, 8 a.m. to 5 p.m., of 1) Mill Street – Market to Main: 2) Main Street – alley north of Mill to alley south of Third: and, 3) Third Street – Market to Main.

Motion made by Alderman Heller and seconded by Alderman Thomas to approve a request from the Waterloo Optimist Club for their Annual Car Show to be held on June 04, 2017 and for street closures, 8 a.m. to 5 p.m., of 1) Mill Street – Market to Main: 2) Main Street – alley north of Mill to alley south of Third: and, 3) Third Street – Market to Main. Motion passed unanimously with Alderman Heller, Thomas, Trantham, Row and Smith voting yea.

- B. Consideration and Action on Ad to be Placed in the Tourism Times Spring/Summer Issue in the Amount of \$786.00 to be Paid out of the Hotel/Motel Tax Fund.

 Motion made by Alderman Thomas and seconded by Alderman Heller to approve an ad to be placed in the Tourism Times Spring/Summer Issue in the amount of \$786.00 to be paid out of the Hotel/Motel Tax Fund. Motion passed unanimously with Aldermen Thomas, Trantham, Row, Heller and Smith voting yea.
- C. <u>Consideration and Action on Approval of Purchase Oder No. 02142017 in the Amount of \$46,900.00 from Cellxion, LLC for and 11'5" x 14' Building for Fiber Optic Equipment.</u>

Motion made by Alderman Heller and seconded by Alderman Trantham to approve Purchase Order No. 02142017 in the amount of \$46,900.00 from Cellxion, LLC for an 11'5" x 14' building for fiber optic equipment. Motion passed unanimously with Aldermen Heller, Thomas, Trantham, Row and Smith voting yea.

D. <u>Consideration and Action on Booking / Picture Information System for the Waterloo Police Department at a Cost of \$7,700.00</u>.

Motion made by Alderman Trantham and seconded by Alderman Row to approve a Booking / Picture Information System for the Waterloo Police Department at a cost of \$7,700.00. Motion passed unanimously with Alderman Trantham, Row, Heller, Thomas and Smith voting yea.

E. <u>Consideration and Action on Approval of the Ruth B. Toal Subdivision Preliminary / Final Plat.</u>

Motion made by Alderman Row and seconded by Alderman Heller to approve the Ruth B. Toal Subdivision Preliminary / Final Plat. Motion passed unanimously with Aldermen Row, Heller, Thomas, Trantham and Smith voting yea.

- 13. <u>Discussion of Matters by Council Members Arising After Agenda Deadline.</u> None.
- 14. <u>Motion to Adjourn</u>. Motion made by Alderman Row and seconded by Alderman Heller to adjourn. Motion passed by unanimous voice vote. Mayor Smith adjourned the meeting at 7:50 p.m.

Barbara Pace, CITY CLERK

Agenda	Item	No.	7G1

Requ	est is made for placement on the agenda for meeting to be held on: March 06, 2017
Desci	iption of matter to be placed on agenda:
rese	ntation of Façade Grant Check for \$10,000.00 to Bountiful Blossoms.
	f or action to be requested:
Prese	ntation of Façade Grant Check.
Subn	nittal date: 02-21-17
Suhn	nitted by:
	or Tom Smith
	DISPOSITION
	
	Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting to be held on
	Matter referred to
	141attor released to
	Mayor

Agenda	Item	No.	7G2

	March 06, 2017
Descri	ption of matter to be placed on agenda:
Presen	tation of Military Commendation to Senior Airman Bryan Jones, USAF
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	or action to be requested:
Preser	tation of Military Commendation.
Subm	ttal date: 02-21-17
Subm	itted by:
	Tom Smith
	DISPOSITION
	DISPOSITION
	DISPOSITION Matter to be placed on agenda for meeting date requested.
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	Matter to be placed on agenda for meeting date requested. Matter to be placed on agenda for meeting to be held on

Description of matter to be placed on agenda: Presentation of Check in the Amount of \$1,000.00 from the VFW to the Wat Police Department. Relief or action to be requested: Check Presentation. Submittal date: 03-03-17 Submitted by: Mayor Tom Smith DISPOSITION Matter to be placed on agenda for meeting date requested. Matter to be placed on agenda for meeting to be held on	March 06,	2011
Police Department. Relief or action to be requested: Check Presentation. Submittal date: 03-03-17 Submitted by: Mayor Tom Smith DISPOSITION Matter to be placed on agenda for meeting date requested.	•	-
Relief or action to be requested: Check Presentation. Submittal date: 03-03-17 Submitted by: Mayor Tom Smith DISPOSITION Matter to be placed on agenda for meeting date requested.	······································	of \$1,000.00 from the VFW to the Waterlo
Check Presentation. Submittal date: 03-03-17 Submitted by: Mayor Tom Smith DISPOSITION Matter to be placed on agenda for meeting date requested.	Police Department.	
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Submittal date: 03-03-17 Submitted by: Mayor Tom Smith DISPOSITION Matter to be placed on agenda for meeting date requested.	•	
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Submitted by: Mayor Tom Smith DISPOSITION Matter to be placed on agenda for meeting date requested.		
Mayor Tom Smith DISPOSITION Matter to be placed on agenda for meeting date requested.	Submittal date: 03-03-17	AAAAAAAAAAAAAA
DISPOSITION Matter to be placed on agenda for meeting date requested.	Submitted by:	
Matter to be placed on agenda for meeting date requested.	Mayor Tom Smith	
Matter to be placed on agenda for meeting date requested.		
Matter to be placed on agenda for meeting date requested.		
Matter to be placed on agenda for meeting date requested.		
	DIS	POSITION
Matter to be placed on agenda for meeting to be held on	Matter to be placed on agend	a for meeting date requested.
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Matter referred to	Matter referred to	
		Thomas y of
		Mayor

Agenda Item No.	12A
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	March 06, 2017 (Date)
Descri	ption of matter to be placed on agenda:
Consid	leration and Action on Warrant No. 551.
	or action to be requested:
Appro	val.
Submi	ttal date: 03-02-17
Submi	tted by:
Shawr	Kennedy, Collector / Budget Officer
	DISPOSITION
	Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting to be held on
	Matter referred to
	The St
	Mayor

SYS DATE: 03/01/17 DATE: 02/28/17

CITY OF WATERLOO Tuesday February 28,2017

CLAIM SHEET WARRANT #551

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1.508.70

AMOUNT DEPT. VENDOR # NAME 01 GENERAL FUND LEGISLATIVE 01-12 177.16 EL075 ELAN FINANCIAL SERVICES 40.29 01 - 12HARRISONVILLE TELEPHONE HA390 520.00 01~12 KA020 K & D PRINTING 01-12 29.00 VERVOCITY INTERACTIVE VE360 5.96 WA300 WAL-MART STORE 01 - 12772.41 **TOTAL LEGISLATIVE FINANCE 4,604.22 BLUE CROSS BLUE SHIELD OF ILLINOI01-13 **BL400** CANON SOLUTIONS AMERICA 70.42 CA240 22.68 01 - 13CB210 CBIZ PAYROLL 13.03 **CL340** CLINICAL COLLECTION MANAGEMENT 01~13 68.00 D AND D DISTRIBUTING SERVICES, IN01-13 DA040 458,50 DELTA DENTAL OF ILLINOIS - RISK 01-13 DE490 15.73 ELAN FINANCIAL SERVICES **EL075** FIDELITY SECURITY LIFE INSURANCE 01-13 46.90 FI100 22.00 FI575 FIRST NATIONAL BANK OF WATERLOO 01-13 GREAT AMERICA LEASING CORPORATIO01-13 25.44 GR390 1,169.41 01 - 13HA390 HARRISONVILLE TELEPHONE 137.95 KA020 K & D PRINTING 01 - 1385.00 01 - 13L0250 LOCIS 24.81 PR645 PROTEC INSURANCE COMPANY 01-13 421.55 **RE440** REJIS COMMISSION 01 - 13179.61 01 - 13STAPLES BUSINESS ADVANTAGE ST120 **TE230** TEK-COLLECT, INC. 01 - 13226.75 19.73 01 - 13WA300 WAL-MART STORE 862.19 wo700 WORLD WIDE TECHNOLOGY, INC. 01 - 138,473.92 **TOTAL FINANCE BUILDING 5,185.70 01 - 14CI250 CITY OF WATERLOO K0470 01 - 14260.12 KONE INC. 90.94 01 - 14QU220 QUILL CORPORATION 71.37 ST120 STAPLES BUSINESS ADVANTAGE 01 - 1401 - 1413.38 WATERLOO LUMBER COMPANY WA850 284.50 zu300 ZUMWALT CORPORATION 01 - 145,906.01 **TOTAL BUILDING LEGAL 1,035.00 HA260 HANNA & VOLMERT, LLC 01-15 10,935.00 HAYES, DANIEL J. HA900 11,970.00 **TOTAL LEGAL ZONING/BUILDING INSPECTOR AL'S AUTOMOTIVE SUPPLY INC. 01 - 16214.42 AL125 2,707.38 BLUE CROSS BLUE SHIELD OF ILLINOI01-16 **BL400** CB210 CBIZ PAYROLL 01 - 168.10 239.34 DELTA DENTAL OF ILLINOIS - RISK 01-16 **DE490** 1,200.00 ENVIRONMENTAL SYSTEMS RESEARCH IN01-16 EN880 FIDELITY SECURITY LIFE INSURANCE 01-16 28.26 FI100 14.18 PROTEC INSURANCE COMPANY 01 - 16PR645 01 - 16384.54 ST120 STAPLES BUSINESS ADVANTAGE 4.886.73 ST565 STREILER PLANNING, LLC 01 - 16**TOTAL ZONING/BUILDING INSPECTOR 9.682.95 **RECORDS** 1,353.69 BLUE CROSS BLUE SHIELD OF ILLINOI01-18 **BL400** 4.05 **CB210** CBIZ PAYROLL 01 - 18DELTA DENTAL OF ILLINOIS - RISK 01-18 129.74 **DE490** 14.13 FIDELITY SECURITY LIFE INSURANCE 01-18 FI100 01 - 187.09 PR645 PROTEC INSURANCE COMPANY

**TOTAL RECORDS

SYS DATE: 03/01/17
DATE: 02/28/17

CITY OF WATERLOO C L A I M S H E E T Tuesday February 28,2017

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VENDOR #

NAME

DEPT.

AMOUNT

01 GENERAL	FUND		
	RECORDS		
41 175	POLICE ALTOHOTEVE SUBSILIVE THE	01 21	1 041 63
AL125 AU084	AL'S AUTOMOTIVE SUPPLY INC. AUTO TIRE AND PARTS	01-21 01-21	1,941.62 396.50
BL400	BLUE CROSS BLUE SHIELD OF ILLINO		17.047.80
CB210	CBIZ PAYROLL	01-21	56.70
CH308 CH465	CHAMPION DRY CLEANERS INC. CHICAGO UNITED INDUSTRIES, LTD.	01-21 01-21	1,149.00 620.00
DE490	DELTA DENTAL OF ILLINOIS - RISK		1,454.82
EL075	ELAN FINANCIAL SERVICES	01-21	655.59
FI100 GR200	FIDELITY SECURITY LIFE INSURANCE		188.59
HA390	W.W. GRAINGER, INC. HARRISONVILLE TELEPHONE	01-21 01-21	50.85 220.54
J0200	JOHN DEERE FINANCIAL	01-21	44.99
LE425 MO460	LEON UNIFORM CO. MONROE COUNTY GENERAL FUND	01-21	832.99
MO755	MOTOROLA SOLUTTONS, THE	01-21 01-21	11,539.00 832.00
PR645	PROTEC INSURANCE COMPANY	01-21	99.26
RE440 SE410	REJIS COMMISSION	01-21	858.87
SI400	SELECT PROPANE & FUEL INC. SIRCHIE LABS	01-21 01-21	296.80 92.70
5N2O0	SNAP-ON	01-21	30.73
ST120	STAPLES BUSINESS ADVANTAGE	01-21	67.59
ST259 SU600	STATEWIDE TIRE OF ST. LOUIS, INC SURE SHINE AUTO WASH	.01-21 01-21	211.76 125.28
	WAL-MART STORE	01-21	67.81
	WATERLOO ANIMAL HOSPITAL	01-21	268.00
WA722	WATERLOO FEED AND PET SUPPLY	01-21	18.97
	**TOTAL POLICE		39,168.76
	POLICE COMM.		
WE310	WELCOME HOMES CREDIT SERVICES	01-25	30.00
	**TOTAL POLICE COMM.		30.00
	SOCIAL SERVICES		
	BELLEVILLE FENCE COMPANY	01-34	1,164.00
	BUTLER SUPPLY COMPANY CBIZ PAYROLL	01-34	1,075.00
	CITY OF WATERLOO - ELECTRIC FUND	01-34 01-34	4.05 5,000.00
DE490	DELTA DENTAL OF ILLINOIS - RISK	01-34	109.60
	ELAN FINANCIAL SERVICES	01-34	86.65
	FIDELITY SECURITY LIFE INSURANCE LAUX GRAFIX & SIGNS	01-34 01-34	14.13 1,390.70
MO425	MONROE COUNTY ELECTRIC COMPANY	01-34	765.41
NO465	NOTHEISEN, STEPHEN	01-34	53.78
	PROTEC INSURANCE COMPANY RELIABLE SANITATION	01-34 01-34	7.09 60,119.37
	WAL-MART STORE	01-34	40.33
	WATERLOO CHAMBER OF COMMERCE	01-34	100.00
	**TOTAL SOCIAL SERVICES		69,930.11
	STREETS & ALLEYS		
	AL'S AUTOMOTIVE SUPPLY INC.	01-41	236.71
	AUTO TIRE AND PARTS	01-41	396.50
	BLUE CROSS BLUE SHIELD OF ILLINO CBIZ PAYROLL	101-41 01-41	5,517.88 20.25
CI250	CITY OF WATERLOO	01-41	2,345.36
	CLEAN UNIFORM SERVICES	01-41	42.38
	CLINICAL COLLECTION MANAGEMENT CONTECH ENGINEERED SOLUTIONS LLC	01-41 01-41	75.15 825.16
DE490		01-41	419.82
FA150	FABICK TRACTOR	01-41	365.41
	FASTENAL COMPANY ETHELTTY SECURITY LITES TAISURANCE	01-41	171.20
	FIDELITY SECURITY LIFE INSURANCE FRANK, JACOB	01-41 01-41	56.13 150.00
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SYS D	ATE:03/01/17
DATE:	02/28/17

CITY OF WATERLOO CLAIM SHEET Tuesday February 28,2017 SYS TIME:14:27 [NCS] PAGE 3

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL	FUND STREETS & ALLEYS		
HA390 HE320 HU200 IN458 IR300 JO200 MI095 MO475 PR645 RO275 SE410 SN200 WA850	HARRISONVILLE TELEPHONE HENRY, MEISENHEIMER & GENDE, INC HUEBNER CONCRETE CONTRACTING, IN INTERSTATE BILLING SERVICE, INC. IRON CRAFTERS INC JOHN DEERE FINANCIAL MICHAEL TODD & COMPANY, INC. MONROE COUNTY HIGHWAY DEPARTMENT MOTOROLA SOLUTIONS, INC. PROTEC INSURANCE COMPANY ROGERS REDI MIX SELECT PROPANE & FUEL INC. SNAP-ON WATERLOO LUMBER COMPANY	CO1-41 01-41 01-41 01-41 01-41	42.10 10,659.30 11,665.00 897.36 33.54 462.13 193.44 2,340.00 9.00 35.45 4,809.00 247.33 30.74 322.07
_	**TOTAL STREETS & ALLEYS		42,368.41

01 GENERAL FUND

GRAND TOTAL 189,811.27

CITY OF WATERLOO

SYS TIME: 14:27 [NCS]

CLAIM SHEET PAGĒ DATE: 02/28/17 Tuesday February 28,2017 VENDOR # NAME DEPT. AMOUNT 51 WATER FUND WATER ADMINISTRATION 1,321.02 **BL400** BLUE CROSS BLUE SHIELD OF ILLINOT51-11 CA240 CANON SOLUTIONS AMERICA 51-11 70.43 CB210 CBIZ PAYROLL 51-11 6.48 CL340 CLINICAL COLLECTION MANAGEMENT 51-11 13.03 DE490 DELTA DENTAL OF ILLINOIS - RISK 51-11 109.45 EN880 **ENVIRONMENTAL SYSTEMS RESEARCH IN51-11** 437.50 FI100 FIDELITY SECURITY LIFE INSURANCE 51-11 14.01 GR390 GREAT AMERICA LEASING CORPORATIO51-11 25.43 HD SUPPLY WATERWORKS, LTD. 51-11
HENRY, MEISENHEIMER & GENDE, INC. 51-11
K & D PRINTING 51-11 HD500 480.07 HE320 360.00 KA020 90.45 LO250 LOCIS 51-11 85.00 POSTMASTER P0600 50.00 51-11 PROTEC INSURANCE COMPANY PR645 51-11 11.22 **RE440 REJIS COMMISSION** 51-11 421.55 ST120 179.62 STAPLES BUSINESS ADVANTAGE 51-11 TE230 TEK-COLLECT, INC. 51-11 226.76 WAL-MART STORE WA300 51-11 3.82 12.77 WA850 WATERLOO LUMBER COMPANY 51-11 W0700 WORLD WIDE TECHNOLOGY, INC. 51--11 862.20 **TOTAL WATER ADMINISTRATION 4,780.81 WATER DISTRIBUTION

	MAILE DISTRIBUTION		
AL125	AL'S AUTOMOTIVE SUPPLY INC.	51-48	40.03
AU084	AUTO TIRE AND PARTS	51-48	396.50
BL400	BLUE CROSS BLUE SHIELD OF ILLIN	DI51-48	1,826.38
СВ210	CBIZ PAYROLL	51-48	8.10
CI250	CITY OF WATERLOO	51-48	2,008.37
DE490	DELTA DENTAL OF ILLINOIS - RISK	51-48	162.12
FI100	FIDELITY SECURITY LIFE INSURANCE	E 51-48	18.94
G0440	GOIN ^t POSTAL	51-48	67.16
HA390	HARRISONVILLE TELEPHONE	51-48	120.81
на740	HAWKINS, INC	51-48	604.68
HD500	HD SUPPLY WATERWORKS, LTD.	51-48	1,666.25
HE320	HENRY, MEISENHEIMER & GENDE, IN	C.51-48	332.50
MO755	MOTOROLA SOLUTIONS, INC.	51-48	9.00
NO455	NORTHERN SAFETY CO., INC.	51-48	1,414.33
PR645	PROTEC INSURANCE COMPANY	51-48	13.59
SE410	SELECT PROPANE & FUEL INC.	51-48	49.46
TE240	TEKLAB, INC		148.50
WA300	WAL-MART STORE	51-48	318.01

**TOTAL WATER DISTRIBUTION

51 WATER FUND

GRAND TOTAL 13,985.54

9,204.73

SYS DATE:03/01/17 CITY (CLA)

DATE: 02/28/17

CITY OF WATERLOO CLAIM SHEET Tuesday February 28,2017 SYS TIME:14:27
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AMOUNT DEPT. VENDOR # NAME ____ _____ 52 SEWER FUND SEWER ADMINISTRATION 1,321.04 BLUE CROSS BLUE SHIELD OF ILLINO152-11 BL400 70.43 52-11 CANON SOLUTIONS AMERICA CA240 6.48 52-11 CB210 CBIZ PAYROLL CLINICAL COLLECTION MANAGEMENT 52-11 13.03 CL340 DELTA DENTAL OF ILLINOIS - RISK 52-11 109.46 DE490 ENVIRONMENTAL SYSTEMS RESEARCH IN52-11 437.50 EN880 FIDELITY SECURITY LIFE INSURANCE 52-11 14.01 FI100 25.43 GR390 GREAT AMERICA LEASING CORPORATIO52-11 52-11 138.13 HD SUPPLY WATERWORKS, LTD. HD500 52-11 90.45 KA020 K & D PRINTING 85.00 52-11 LOCIS L0250 50.00 52-11 P0600 POSTMASTER 11.23 PR645 PROTEC INSURANCE COMPANY 52-11 52-11 421.55 REJIS COMMISSION **RE440** 179.62 52-11 STAPLES BUSINESS ADVANTAGE ST120 52-11 226.76 TE230 TEK-COLLECT, INC. TESTING ANALYSIS CONTROL 864.00 52-11 TE425 3.82 52-11 WA300 WAL-MART STORE 52-11 12.77 WATERLOO LUMBER COMPANY WA850 862.20 52-11 WORLD WIDE TECHNOLOGY, INC. W0700 4,942.91 **TOTAL SEWER ADMINISTRATION SEWER TREATMENT PLANT 2,299.07 BLUE CROSS BLUE SHIELD OF ILLINO152-43 **BL400** 12.15CB210 CBIZ PAYROLL 52-43 18,515.86 186.26 CITY OF WATERLOO 52-43 CI250 DELTA DENTAL OF ILLINOIS - RISK 52-43 **DE490** ELECTRO DOOR SYSTEMS, INC. 52-43 906.00 EL360 23.75 FIDELITY SECURITY LIFE INSURANCE 52-43 FI100 697.60 FLO-SYSTEMS, INC. HARRISONVILLE TELEPHONE FL400 52-43 166.28 52-43 HA390 9.00 52-43 M0755 MOTOROLA SOLUTIONS, INC. 83.05 NORTHERN SAFETY CO., INC. 52-43 NO455 20.68 52-43 PR645 PROTEC INSURANCE COMPANY 49.46 SE410 SELECT PROPANE & FUEL INC. 52-43 STATEWIDE TIRE OF ST. LOUIS, INC.52-43 177.72 ST259 23,146.88 **TOTAL SEWER TREATMENT PLANT SEWER SANITATION SYSTEM 52-44 66.71 AL'S AUTOMOTIVE SUPPLY INC. AL125 396.50 52-44 AUTO TIRE AND PARTS AU084 6,201.64 52-44 CITY OF WATERLOO CI250 254.17 52-44 CO100 COE EQUIPMENT, INC. 2,932.50 HENRY, MEISENHEIMER & GENDE, INC.52-44 HE320 INSITUFORM TECHNOLOGIES USA, INC. 52-44
IRON CRAFTERS INC 52-44 118,554.00 IN380 33.54 IR300 MONROE COUNTY ELECTRIC COMPANY 52-44 53.81 MO425 52-44 27.70 PA270 PAISLEY, SCOTT SNAP-ON 30.74 SN200 52~44 274.78 STATEWIDE TIRE OF ST. LOUIS, INC. 52-44 ST259 13,999.95 USA BLUE BOOK 52-44 US150 VAN DEVANTER ENGINEERING COMPANY 52-44 163.10 **VA400** 142,989.14 **TOTAL SEWER SANITATION SYSTEM

CITY OF WATERLOO C L A I M S H E E T Tuesday February 28,2017

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VENDOR # NAME DEPT. AMOUNT

53 ELECTRIC FUND

ELECTRIC ADMINISTRATION

53 ELEC	TRIC FUND	
BA150 BH200 BL400 CA240 CB210 CL340 DE490 EN880 FI100 GR390 HD500 HE225 KA020	ELECTRIC ADMINISTRATION BARNES, HENRY, MEISENHEIMER & GENS3-11N. BHMG SERVICE CORPORATION 53-11 BLUE CROSS BLUE SHIELD OF ILLINOIS3-11 CANON SOLUTIONS AMERICA 53-11 CBIZ PAYROLL 53-11 CLINICAL COLLECTION MANAGEMENT 53-11 DELTA DENTAL OF ILLINOIS - RISK 53-11 ENVIRONMENTAL SYSTEMS RESEARCH IN53-11 FIDELITY SECURITY LIFE INSURANCE 53-11 GREAT AMERICA LEASING CORPORATIO53-11 HD SUPPLY WATERWORKS, LTD. 53-11	2,841.30 2,400.97 1,321.01 70.43 6.48 13.03 109.45 437.50 14.02 25.43 480.08 1,279.00
LO250 PO600 PR645 RE440 ST120 TE230 WA300 WA850 WO700	PROTEC INSURANCE COMPANY 53-11 REJIS COMMISSION 53-11 STAPLES BUSINESS ADVANTAGE 53-11 TEK-COLLECT, INC. 53-11 WAL-MART STORE 53-11 WATERLOO LUMBER COMPANY 53-11 WORLD WIDE TECHNOLOGY, INC. 53-11	85.00 50.00 11.23 421.55 179.61 226.76 3.82 12.77 862.20
	**TOTAL ELECTRIC ADMINISTRATION	10,942.09
AL180 BL400 CB210 CH460 CI250 CL200 DE490 DI950 FE050 FI100 HA390 MO755 NO455 PR645 SU560 TY200 WA300 WA850	ELECTRIC PRODUCTION ALTORFER INC. 53-47 BLUE CROSS BLUE SHIELD OF ILLINOIS3-47 CBIZ PAYROLL 53-47 CHEMQUEST, INC. 53-47 CLEAN UNIFORM SERVICES 53-47 DELTA DENTAL OF ILLINOIS - RISK 53-47 DIXIE SERVICES INCORPORATED 53-47 FIDELITY SECURITY LIFE INSURANCE 53-47 HARRISONVILLE TELEPHONE 53-47 MOTOROLA SOLUTIONS, INC. 53-47 NORTHERN SAFETY CO., INC. 53-47 PROTEC INSURANCE COMPANY 53-47 SUPERIOR EXPRESS, INC. 53-47 TYNDALE COMPANY, INC. 53-47 WAL-MART STORE 53-47 **TOTAL ELECTRIC PRODUCTION	1,803.02 2,707.38 8.10 495.00 6,141.40 405.60 185.67 210.00 198.79 28.26 93.12 9.00 125.74 14.18 92.63 284.95 79.60 10.28
AL125 AL130 AU084 BA150 BL400 BR240 BU550 CB210 CI250 CL340 DE490 EL075 EL357 FA150 FI100 FL250 HA390 HU200 JO200	ELECTRIC DISTRIBUTION AL'S AUTOMOTIVE SUPPLY INC. 53-48 ALTEC INDUSTRIES, INC. 53-48 AUTO TIRE AND PARTS 53-48 BARNES, HENRY, MEISENHEIMER & GEN53-48N. BLUE CROSS BLUE SHIELD OF ILLINOIS3-48 BROWNSTOWN ELECTRIC SUPPLY 53-48 BUTLER SUPPLY COMPANY 53-48 CBIZ PAYROLL 53-48 CLITY OF WATERLOO 53-48 CLINICAL COLLECTION MANAGEMENT 53-48 DELTA DENTAL OF ILLINOIS - RISK 53-48 ELAN FINANCIAL SERVICES 53-48 ELAN FINANCIAL SERVICES 53-48 FABICK TRACTOR 53-48 FIDELITY SECURITY LIFE INSURANCE 53-48 FIDELITY SECURITY LIFE INSURANCE 53-48 FLETCHER-REINHARDT COMPANY 53-48 HARRISONVILLE TELEPHONE 53-48 HUEBNER CONCRETE CONTRACTING, INC53-48 JOHN DEERE FINANCIAL 53-48	341.56 6,635.12 396.50 809.73 8,225.26 1,701.00 2,113.81 32.40 2,269.00 75.15 784.33 297.98 19.38 19.38 19.38 19.38 138.03 93.52 1,006.20 47.35 1,855.00 255.32

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VENDOR #	NAME	DEPT.	AMOUNT
53 ELECTRI	C FUND		
	ELECTRIC DISTRIBUTION		
мс600	MCMASTER-CARR SUPPLY CO	53-48	47.50
MO425	MONROE COUNTY ELECTRIC COMPANY		586.91
MO755	MOTOROLA SOLUTIONS, INC.	53-48	9.00
NO455	NORTHERN SAFETY CO., INC.	53-48	643.12
PR645	PROTEC INSURANCE COMPANY	53-48	56.72
RE450		53-48	265.00
SE410		53-48	247.33
50400	SOLOMON ELECTRIC SUPPLY, INC.	53-48	5,640.00
ST259	STATEWIDE TIRE OF ST. LOUIS, INC	53-48	486.52
ST304		53-48	388.23
ST580		53-48	154.40
SU550	SUPERIOR INDUSTRIAL SUPPLY	53-48	138.25
SU600		53-48	6.30
	TALLMAN EQUIPMENT COMPANY INC.	53-48 53-48	3,340.22 151.59
T0550	rom a cooming and	53-48	21.37
WA850	WATERLOO LUMBER COMPANY	33-46	Z.I. 31
	**TOTAL ELECTRIC DISTRIBUT	ION	39,279.10
	53 ELECTRIC FUND	GRAND TOTAL	63,113.91

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NAME

VENDOR #

CITY OF WATERLOO C L A I M S H E E T Tuesday February 28,2017

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AMOUNT

54 GAS FUND GAS ADMINISTRATION BL400 BLUE CROSS BLUE SHIELD OF ILLINOI54-11 1,321.02 CA240 CANON SOLUTIONS AMERICA 54-11 70.43 CB210 CBIZ PAYROLL 54-11 6.48 CL340 CLINICAL COLLECTION MANAGEMENT 88.18 54-11 DE490 DELTA DENTAL OF ILLINOIS - RISK 54-11 109.44 EL075 **ELAN FINANCIAL SERVICES** 53.06 54-11 EN880 **ENVIRONMENTAL SYSTEMS RESEARCH IN54-11** 437.50 FI100 FIDELITY SECURITY LIFE INSURANCE 54-11 14.02 GR390 GREAT AMERICA LEASING CORPORATIO54-11 25.43 HD SUPPLY WATERWORKS, LTD. HD500 341.93 54~11 54-11 KA020 K & D PRINTING 90.45 L0250 LOCIS 54-11 85.00 P0600 50.00 **POSTMASTER** 54-11 PR645 PROTEC INSURANCE COMPANY 54-11 11.23 **RE440** REJIS COMMISSION 54-11 421.55 ST120 STAPLES BUSINESS ADVANTAGE 54-11 179.62 TE230 TEK-COLLECT, INC. 54-11 226.76 UT300 UTILITY SAFÉTY & DESIGN 54-11 2,406.50 WA300 WAL-MART STORE 54-11 3.83 WA850 WATERLOO LUMBER COMPANY 12.77 54-11 W0700 WORLD WIDE TECHNOLOGY, INC. 54-11 862.20 6,817.40 **TOTAL GAS ADMINISTRATION GAS DISTRIBUTION AL'S AUTOMOTIVE SUPPLY INC. **AL125** 54-48 205.02 396.50 AU084 AUTO TIRE AND PARTS 54~48 **BL400** BLUE CROSS BLUE SHIELD OF ILLINO154-48 6,871.57 CB210 24.30 1,742.15 CBIZ PAYROLL 54-48 CI250 CITY OF WATERLOO 54-48 DELTA DENTAL OF ILLINOIS - RISK **DE490** 54-48 549.56 637.44 **EL075 ELAN FINANCIAL SERVICES** 54-48 EL360 ELECTRO DOOR SYSTEMS, INC. 138.00 54-48 FI100 FIDELITY SECURITY LIFE INSURANCE 54-48 70.26 GR550 220.37 GROEBNER & ASSOCIATES, INC. 54-48 HA390 HARRISONVILLE TELEPHONE 54-48 163.04 HD SUPPLY WATERWORKS, LTD. 1,666.25 HD500 54-48 IR300 IRON CRAFTERS INC 54-48 33.54 J0200 JOHN DEERE FINANCIAL 54-48 630.34 MO755 MOTOROLA SOLUTIONS, INC. 54-48 9.00 NO455 NORTHERN SAFETY CO., INC. 54-48 2,343.62 PROTEC INSURANCE COMPANY PR645 54-48 41.95 SE410 SELECT PROPANE & FUEL INC. 54-48 98.96 SN200 SNAP-ON 54-48 30.74 UT300 **UTILITY SAFETY & DESIGN** 54-48 1,707.64 WA300 WAL-MART STORE 54-48 575.95 WA850 WATERLOO LUMBER COMPANY 54-48 1,267.10 **TOTAL GAS DISTRIBUTION 19,423.30 54 GAS FUND GRAND TOTAL 26,240.70 464,230.35 GRAND TOTAL FOR ALL FUNDS: TOTAL FOR REGULAR CHECKS: 464,230.35

CITY OF WATERLOO C L A I M S H E E T Tuesday February 28,2017 WARRANT #551 — INTERIM CHECKS SYS TIME: 14:27

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A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

/ENDOR #	NAME	DEPT.	AMOUNT	
01 GENERAL	. FUND			
MO280 SO800 WA705	LEGISLATIVE MOMMA'S ON MAIN SOUTHWEST ILL. COUNCIL OF MAYORS WATERLOO CHAMBER OF COMMERCE	01-12 01-12 01-12	86.30 50.00 30.00	
	**TOTAL LEGISLATIVE		166.30	
GL600	FINANCE G.L.O.W.	01-13	45.00	
	**TOTAL FINANCE		45.00	
RA120	BUILDING RAMONA CLEANING SERVICE INC.	01-14	1,400.00	
	**TOTAL BUILDING		1,400.00	
FU200	ZONING/BUILDING INSPE	CTOR 01-16	108.40	
	**TOTAL ZONING/BUILDING IN	SPECTOR	108.40	
FU200 IL282 MI100 PR600 SE250	POLICE FUELMAN ILLINOIS DARE OFFICERS ASSOCIATI MISCELLANEOUS PROSISE, JEFFREY SECRETARY OF STATE	01-21 001-21 01-21 01-21 01-21		Dan Rose-self defense class Backstoppers of Monroe Count trivia sponsorship-Hecker
	**TOTAL POLICE		4,840.37	
MI100	SOCIAL SERVICES MISCELLANEOUS	01-34	10,000.00 - Shaundra	a Huebner-Facade Grant
	**TOTAL SOCIAL SERVICES		10,000.00	Bountiful Blossoms
EA100 FU200	STREETS & ALLEYS EAST-WEST GATEWAY COUNCIL OF GOV FUELMAN	E01-41TS 01-41	1,985.00 1,337.96	
	**TOTAL STREETS & ALLEYS		3,322.96	
	01 GENERAL FUND	GRAND TOTAL	19,883.03	

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CITY OF WATERLOO C L A I M S H E E T Tuesday February 28,2017

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A/P MANUAL CHECK POSTING LIST
INGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

POSTINGS FR	ROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHEC	K VOUCHER RUN(NCR)
VENDOR #	NAME	DEPT.	AMOUNT
15 мотоя	FUEL TAX		
CO335	COMPASS MINERALS AMERICA	15-00	10,047.40
	**TOTAL		10,047.40
	15 MOTOR FUEL TAX	GRAND TOTAL	10,047.40

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CITY OF WATERLOO C L A I M S H E E T Tuesday February 28,2017

			A/P MANUA	YL CHECK	POSTING LIS	Ţ		
POSTINGS	FROM ALL	CHECK	REGISTRATION	RUNS (NR)	SINCE LAST	CHECK	VOUCHER R	UN(NCR)

LOS LYGO	ALL CHECK REGISTRATION ROUS	(HIV) DZHOL CHO! CHICA		=
VENDOR #	NAME	DEPT.	AMOUNT	
36 UTILITY	/ DEPOSIT FUND			
zz100	CITY OF WATERLOO	36-00	7,325.00	
	**TOTAL		7,325.00	
	36 UTILITY DEPOSIT FUND	GRAND TOTAL	7,325.00	

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CITY OF WATERLOO C L A I M S H E E T Tuesday February 28,2017

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A/P MANUAL CHECK POSTING LIST

A/P MANUAL CHECK POSTING LIST POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)							
VENDOR #	NAME	DEPT.	AMOUNT				
51 WATER	FUND						
	WAT	ER DISTRIBUTION					
FU200	FUELMAN	51-48	269.83				
IL250	ILLINOIS AMERI	CAN WATER COMPANY 51-48	69,903.73				
	**TOTAL	WATER DISTRIBUTION	70,173.56				
	51 WATER FUND	GRAND TO	DTAL 70,173.56				

52 SEWER FUND

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CITY OF WATERLOO C L A I M S H E E T Tuesday February 28,2017

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A/P MANUAL	CHECK !	POSTING	LIST

GRAND TOTAL

POSTINGS FRO	A/P MANI M ALL CHECK REGISTRATION	N RUNS(NR) SINCE LAST C	HECK VOUCHER RUN(NCR)	
VENDOR #	NAME	DEPT.	AMOUNT	
52 SEWER	FUND			
MI100	SEWER TREA MISCELLANEOUS	TMENT PLANT 52-43	360.36-Sheraton Indianapolis City Centre Ho	tel
	**TOTAL SEWER T	REATMENT PLANT	360.36 Randy Polacek-WWETT Convention	
FU200	SEWER SANT FUELMAN	TATION SYSTEM 52-44	371.60	
	**TOTAL SEWER S	ANITATION SYSTEM	371.60	

731.96

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CITY OF WATERLOO C L A I M S H E E T Tuesday February 28,2017

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A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

ENDOR #	NAME	DEPT.	AMOUNT
53 ELECT	TRIC FUND		
zz110	CUSTOMER REFUND	53-00	641.56
	**TOTAL		641.56
	ELECTRIC ADMIN	TSTRATTON	
B1200	BIRK, TIM	53-11	200.00
	**TOTAL ELECTRIC AD	MINISTRATION	200.00
	ELECTRIC DISTR	TRUTTON	
FU200 IL590	FUELMAN ILLINOIS MUNICIPAL ELECTR	53-48	1,477.35 466,678.57
	**TOTAL ELECTRIC DI	STRIBUTION	468,155.92
	53 ELECTRIC FUND	GRAND TOTAL	468,997.48

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CITY OF WATERLOO CLAIM SHEET Tuesday February 28,2017

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A /D MANIES	CHECK DUSTING LIST	

	MI INTONE CHECK	topiting capi	
POSTINGS FROM ALL	CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK	VOUCHER RUN(NCR)

AMOUNT DEPT. VENDOR # NAME

54 GAS FUND

GAS DISTRIBUTION

CE207 FU200

CENTERPOINT ENERGY SERVICES, INC.54-48
FUELMAN 54-48

202,003.28 762.83

**TOTAL GAS DISTRIBUTION

202,766.11

54 GAS FUND

GRAND TOTAL 202,766.11

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CITY OF WATERLOO C L A I M S H E E T Tuesday February 28,2017

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				POSTING LIST			
POSTINGS FROM ALL	CHECK	REGISTRATION	RUNS(NR)	SINCE LAST	CHECK	VOUCHER	RUN(NCR)

PUSITNGS FRU	ALL CHECK REGISTRATION RUN	S(NK) SINCE LAST CHECK	C VOUCHER RUNINCK,
VENDOR #	NAME	DEPT.	AMOUNT
72 POLICE	PENSION FUND		
AD325 C1450 ME423 NE307 RE410 ST083	ADVANCED ORTHOPEDICS & SPO CITY PLACE SURGERY CENTER METRO IMAGING LLC NEUROLOGICAL & ELECTRODIAG REPUBLIC TIMES LLC STL PLASTIC & HAND SURGERY	72-00 72-00 NOSTIC 72-00TU 72-00	44.94 36.33 40.11 29.06 18.00 32.26
	**TOTAL		200.70
	72 POLICE PENSION FUND	GRAND TOTAL	200.70
	GRAND TOTAL FOR ALL FUNDS-	-MANUAL CHECKS:	780,125.24
	GRAND TOTAL FOR ALL FUNDS-	-REGULAR AND MANUAL 1,	,244,355.59

GROSS PAYROLL February-17

FINANCE	REGULAR	<u>ov</u>	ERTIME	TOTAL	
			40.00	\$9,809.50	
BIRK	\$ 9 ,809.50		\$0.00	\$3,692.30	
DEUTCH	\$3,692.30		\$0.00	\$4,249.60	
DOYLE	\$4,249.60		\$0.00		
FELDMEIER	\$4,136.00		\$0.00	\$4,136.00	
HOFFMANN, B	\$3,726.40		\$0.00	\$3,726.40	
· · · · · · · · · · · · · · · · · · ·	\$7,968.90		\$0.00	\$7,968.90	
KENNEDY	\$3,461.54		\$0.00	\$3,461.54	
KREBEL	\$4,249.60		\$0.00	\$4,249.60	
KUJAWA			\$0.00	\$5,670.74	
NAGEL	\$5,670.74		\$0.00	\$4,136.00	
PACE	\$4,136.00		\$155.10	\$4,446.20	
SCHWARZE	\$4,291.10		•	\$4,136.02	
STANGLEIN	\$4,136.02		\$0.00	\$0.00	
HALLORAN	\$0.00		\$0.00	· ·	
STUMPF	\$0,00		\$0.00	\$0.00	
310///1	\$0.00		\$0.00	\$0.00	450 000 00
		\$59,527.70		\$155.10	\$59,682.80
ELECTRIC					
	4==01.40		\$0.00	\$5,734.40	
BERG	\$5,734.40		\$0.00	\$6,272.00	
HOFFMANN	\$6,272.00		•	\$5,786.00	
KELLEY	\$5,786.00		\$0.00	\$6,773.76	
MAAG	\$6,558.72		\$215.04		
PHILLIPS	\$5,734.40		\$0.00	\$5,734.40	
	\$6,021.12		\$107.52	\$6,128.64	
SCHMITZ	\$6,952.17		\$227.94	\$7,180.11	
STEPPIG	, ,		\$107.52	\$5,841.92	
WERNER	\$5,734.40		\$0.00	\$6,334.50	
LUECKING, J	\$6,334.50		\$0.00	\$6,608.48	
WETZLER, T	\$6,608.48		,	\$0.00	
	\$0.00		\$0.00	\$658.02	\$62,394.21
	,	\$61,736.19		\$000.UZ	40-10-11-1
GAS					
			\$0.00	\$5,870.64	
DUGAN	\$5,870.64		•	\$5,542.01	
FRANK	\$5,390.40		\$151.61	\$6,111.24	
GLESSNER	\$5,870.64		\$240.60	, ,	
HANKAMMER	\$5,229.04		\$0.00	\$5,229.04	
	\$5,870.64		\$72.18	\$5,942.82	
MOORE	\$5,132.80		\$0,00	\$5,132.80	
WHELAN	\$0.00		\$0.00	\$0.00	
		\$33,364.16		\$464.39	\$33,828.55
		Ψωσ,σ==			
POLICE					
DAME	\$4,939.20		\$416.75	\$5,355.95	
DAWS	\$7,075.58		\$0.00	\$7,075.58	1
DOUGLAS	\$4,939.20		\$520.93	\$5,460.13	
HADDICK			\$601.97	\$5,541.17	•
KOHL	\$4,939.20		\$0.00	\$5,748.34	
LOLESS	\$5,748.34			\$4,939.20	
LUKE	\$4,939.20		, \$0.00	\$4,939.20	
MARTIN	\$4,939.20		\$0.00		
MIDKIFF	\$4,939.20		\$1,018.71	\$5,957.91	
	\$4,734.40		\$122.06	\$4,856.46	
PITTMAN	\$6,317.47		\$0.00	\$6,317.47	
PROSISE	• •		\$439.43	\$6,547.43	3
SAWYER	\$6,108.00		\$185.22	\$5,124.42	
SIEBENBERGER	\$4,939.20			\$5,379.10	
SPENCER	\$4,939.20		\$439.90	\$4,136.00	
VOELKER	\$4,136.00		\$0.00		
WASZAK	\$4,734.40		\$88.77	\$4,823.17	
	\$4,970.80		\$350.8B	\$5,321.68	
ZABER	\$475.00		\$0.00	\$475.00)
BIVINS	•		\$0.00	\$380.00)
BROOKS	\$380.00		\$0.00	\$400.00	
GLYNN	\$400.00		•	\$400.00	
JOHNS	\$400.00		\$0.00	\$0.00	
OLSZEWSKI	\$0.00		\$0.00	φυ.υι	•

MAYSEY	\$340.00 \$0.00 \$0.00 \$0.00		\$0.00 \$0.00 \$0.00 \$0.00		\$340.00 \$0.00 \$0.00 \$0.00	
		\$85,333.59		\$4,184.62		\$89,518.21
SEWER						
1						
PAISLEY	\$6,475.39		\$147.92		\$6,623.31	
POLACEK STRAUB, J	\$6,311.04 \$6,311.67		\$98.61 \$155.21		\$6,409.65 \$6,466.88	
31M06, 3	10.11.00		_ 4100.E1 .		Ψ0,300.00	
		\$19,098.10		\$401.74		\$19,499.84
STREET						
O 11 Mahari	•	•				
	\$0.00		\$0.00		\$0.00	
COLLETTE	\$4,928.72		\$0.00		\$4,928.72	
DUFFY HOFFMANN	\$4,961.72 \$4,970.40		\$0.00 \$0.00		\$4,961.72 \$4,870.40	
MAURER	\$4,870.40 \$5,966.88		\$0.00 \$0.00		\$5,966.88	
WASHAUSEN	\$5,205.2 4		\$0.00	,	\$5,205.24	
TTOOL BROOKIT	\$0.00		\$0.00		\$0.00	
			-	44.55		Anc and 60
•		\$25,932.96		\$0.00		\$25,932.96
WATER				•		
			***		#D DD 4 7D	
GOFF MILLER	\$6,284.73 \$6,048.08		\$0.00 \$0.00		\$6,284.73 \$6,048.08	
Mitmer	φυ,ω-ισ-		ψυ.σσ		ψυ,υ·τυ.υυ	
		\$12,332.81		\$0.00		\$12,332.81
ELECTED OFFICIALS			E.S.D.A.			
DARTER	\$1,188.65		HOFFMANN		\$150.00	
FREDERICK	\$888.99		SCOTT		\$330.00	
HELLER	\$1,258.65					
HOPKINS	\$1,173.65 \$1,243.65		DI ANNING C	OMMISSION		
NOTHEISEN PACE	\$1,243.65 \$1,388.85	-	BAKER	Ommiooion		
PAPENBERG	\$694.85		CHILDERS			
ROW	\$1,243.65		DARTER			
SMITH	\$2,027.77		GARDNER			
THOMAS, R	\$1,258.65	•	HICKS			
TRANTHAM	\$973.99		LUTZ			
			ZIEBOLD			
ZONING BOARD			METER REA	DERS		•
BOOTHMAN	3.000		BRADLEY		\$688.00	
GIBBS			CALLAHAN		\$897.20	
HAGENOW			DEHN		\$360.00	
HARTMAN			GLESSNER		\$701.20	
KAEMPFE			STUMPF, RO		\$565.20	
LOERCH			STUMPF, RC		\$885.60	
MUELLER			WASHAUSEI WASHAUSEI		\$536.80 \$701.60	
					4	
February 10, 2017		\$156,134.40)			
February 24, 2017		\$166,211.93	3			

\$322,346.33

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February 2017 Payroll

	Cash in Bank - Payroll Register	Cash in Bank - Deduction Register	Total
01-General	\$154,868.48	\$18,058.98	\$172,927.46
51-Water	\$22,483.22	\$4,119.30	\$26,602.52
52-Sewer	\$28,021.53	\$5,392.43	\$33,413.96
53-Electric	\$72,691.90	\$13,727.30	\$86,419.20
54-Gas	\$44,281,20	\$8,276.22	\$52,557.42
04-0a3	\$322,346.33	\$49,574.23	
Total Payroll Cost:			\$371,920.56

CITY OF WATERLOO INVOICE HISTORY REPORT Tuesday February 28,2017 SYS TIME:14:49 [NHR4] PAGE 1

DATE: 02/28/17

G/L NUMBER	D	G/L DESC. CHECK #	VENDOR NAME	INVOICE #	REFERENCE	TRANS AMT
01-12-5310	Profe	essional	Services			
	02/28/17 4	16349	VERVOCITY INTERACTIVE	203974	WEBSITE FEE	29.00
					** TOTAL **	\$29.00
01-13-5310	Profe	essional	Services			
	02/28/17 4 02/28/17 4 02/28/17 4	46309	CLINICAL COLLECTION MANAGEMENT LOCIS TEK-COLLECT,INC.	170736 38257 353990	DRUG/ALCOHOL TEST LOCIS-HISTORY COLLECTION FEES	13.03 85.00 226.75
					** TOTAL **	\$324.78
01-15-5330	Lega					
	02/28/17 4 02/28/17 4		HANNA & VOLMERT, LLC HAYES, DANIEL J.	23634 02-2017	JAN ATTORNEY FEE JAN ATTORNEY FEES	1,035.00 10,935.00
					** TOTAL **	\$11,970.00
01-16-5310	Prof	essional	Services			
	02/28/17	46335	STREILER PLANNING, LLC	16.200.07	COMPREHENSIVE PLN	4,886.73
					** TOTAL **	\$4,886.73
51-11-5310	Prof	essional	Services			
	02/28/17 02/28/17 02/28/17 02/28/17	46297 46309	CLINICAL COLLECTION MANAGEMENT HENRY, MEISENHEIMER & GENDE, INC. LOCIS TEK-COLLECT,INC.	170736 7395-103 38257 353990	DRUG/ALCOHOL TEST WATER TREATMENT LOCIS-HISTORY COLLECTION FEES	13.03 360.00 85.00 226.76
	02/20/1	10012			** TOTAL **	\$684.79
52-11-5310) Prof	essional	Services			
	02/28/17 02/28/17 02/28/17 02/28/17	46309 46341	CLINICAL COLLECTION MANAGEMENT LOCIS TEK-COLLECT,INC. TESTING ANALYSIS CONTROL	170736 38257 353990 10541	DRUG/ALCOHOL TEST LOCIS-HISTORY COLLECTION FEES JAN SERVICES	13.03 85.00 226.76 864.00
					** TOTAL **	\$1,188.79
53-11-5310) Prof	essional	Services			
	02/28/17 02/28/17 02/28/17	46252	BARNES, HENRY, MEISENHEIMER & GENDE, IN. BARNES, HENRY, MEISENHEIMER & GENDE, IN. BARNES, HENRY, MEISENHEIMER & GENDE, IN.	0163R.3Z1	GENERAL SVCS RETAINER/SVCS EPA/DOE REPORTING	435.00 684.00 1,722.30

DATE: 02/28/17

CITY OF WATERLOO INVOICE HISTORY REPORT Tuesday February 28,2017 SYS TIME:14:49
[NHR4]
PAGE 2

G/L NUMBER	DATE	G/L DESC. CHECK #	VENDOR NAME	INVOICE #	REFERENCE	TRANS AMT
	02/28/17 02/28/17 02/28/17 02/28/17 02/28/17	46268 46295 46309	BHMG SERVICE CORPORATION CLINICAL COLLECTION MANAGEMENT HEPLER BROOM LLC LOCIS TEK-COLLECT,INC.	0163E.SC.316 170736 616559 38257 353990	GENERAL SVCS DRUG/ALCOHOL TEST CAAPP PERMIT LOCIS-HISTORY COLLECTION FEES	2,400.97 13.03 1,279.00 85.00 226.76
					** TOTAL **	\$6,846.06
53-48-5310	Pro	fessional	Services			
	02/28/17 02/28/17	46268 46275	CLINICAL COLLECTION MANAGEMENT ELECTRICO, INC.	170736 870-7416	DRUG/ALCOHOL TEST TRAF SIG-156/MKT	75.15 19.38
					** TOTAL **	\$94.53
54-11-5310	Pro	fessional:	Services		•	
	02/28/17 02/28/17 02/28/17 02/28/17 02/28/17 02/28/17	46268 46309 46341 46347	CLINICAL COLLECTION MANAGEMENT CLINICAL COLLECTION MANAGEMENT LOCIS TEK-COLLECT,INC. UTILITY SAFETY & DESIGN UTILITY SAFETY & DESIGN	170736 170736 38257 353990 1N20170015 1N20170238	DRUG/ALCOHOL TEST DRUG/ALCOHOL TEST LOCIS-HISTORY COLLECTION FEES RETAINER RT 3 PROJ/MISC	75.15 13.03 85.00 226.76 175.00 2,231.50
					** TOTAL **	\$2,806.44
				** G	RAND TOTAL **	\$28,831.12

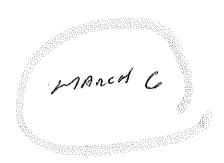
Agenda	Item	No.	12B

Request is made for placement on the appropriate the second secon	
March 06, 2	2017
Description of matter to be placed on ag	genda:
-	of the Annual Waterloo Homecoming to
	g the Placement of No Parking Signs and
Street Closures of Third Street: Main to	Market; and, Mill Street: Main to Marke
and Main Street: Alley near HTC to Mi	11.
Relief or action to be requested:	
Approval.	
Submittal date: 02-02-17	National Advisory (April 1994)
Submitted by:	
Rick Schilling, Commander	
VFW Post No. 6504	
DISE	POSITION
Matter to be placed on agenda	for meeting date requested.
Matter to be placed on agenda	for meeting to be held on
Matter referred to	
	ASI
	Mayor

The Waterloo Homecoming group consisting of the Lions Club and the VFW Post 6504 is once again asking for permission to hold the annual event in the downtown area. The date of the Homecoming is August 25th and 26th with the set up to take place on August 24th and clean up on August 27th.

We would like to request No Parking on 3rd street from Market to Main, Main Street from the alley adjoining HTC to Mill Street, and on Mill Street from Market to Main Street starting on August 25th after 5:00 P.M. to allow for the setup of toilets, dumpster, vendors, supply trailers, and amusement rides. Thank You for your Help in allowing us to hold the Homecoming in the downtown area in the past and hopefully in the future. Please let me know if any additional information is needed.

Rick Schilling VFW Commander Post 6504



Descrip	tion of matter to be placed on agenda:
Conside	protion and Action on Procedure and Schedule of Proceedings Relative to
The A	doption of the Annual Budget for the Fiscal Year of May 1, 2017 throug
April :	30, 2018.
Daliaf	or action to be requested:
Approv	
Submit	tal date: 2/28/17
Saoim	
Submit	ted by:
Shav	wn Kennedy, Collector-Budget Officer
	DISPOSITION
	DADA COST
	Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting to be held on
	
	Matter referred to

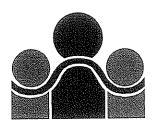
Finance Committee Chairman Motion

Move that the following actions taken with respect to the Tentative Annual Budget of the City of Waterloo for the fiscal year of May 1, 2017 through April 30, 2018, namely:

- 1. Furnishing a copy of the Tentative Annual Budget to each Alderman and Mayor on or before March 17, 2017.
- 2. Placing a copy of the Tentative Annual Budget in the Clerk's office and posting a copy in the lobby of the City Hall for inspection on or before March 17, 2017.
- 3. Hold a public hearing on the Tentative Annual Budget in the Council Chambers on Monday, April 3, 2017 at 7:15 p.m.
- 4. Publishing notice in the Waterloo Republic Times on March 22, 2017 relative to the public hearing to be held on the Tentative Annual Budget on April 3, 2017 at 7:15 p.m. and also on the availability of the Tentative Annual Budget for inspection by the public.

Agenda Item No. 1	2D
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···	March 06, 2017 (Date)
	ption of matter to be placed on agenda:
	leration and Action on Approval of the Human Support Services 5K
Run/V	Valk Fundraiser to be held on May 5, 2017 at 6 p.m.
······	
Relief	or action to be requested:
Appro	-
Carban	ittal date: 03-01-17
Suom	(ital date: 03-01-17
Subm	itted by:
Bobbi	Walters
Huma	n Support Services
	DISPOSITION
	Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting to be held on
	Matter referred to
	20 11
	Mayor



Human Support Services

Giving hope and help to people with behavioral health needs.

Dear Honorable Mayor Smith and City Council Members,

My name is Bobbi Walters; I am a site manager at Human Support Services. We are asking for the board's approval for a 5K run/walk fundraiser for our organization. We are seeking permission to do this on the 5^{th} of May at 6pm. You will find the planned route attached as well as the flyer for this event.

We have spoken to Aaron Metzger from the county highway department and have been given approval to begin at Human Support Services and head east on Country Club drive, a right on Rodgers and another right on to Covington Drive where we will then be in city limits.

Thanks in Advance for your consideration.

bi) Nattles) Ram

Bobbi Walters







5K Run/Walk Human Support

Services

Date: May 5th, 2017 Registration 5pm, Start: 6pm

Location: Human Support Services, 988 N II RT 3 Waterloo, II

Race will start and finish at HSS

Registration Fee: \$25/Person, kids 12 and under \$10,

Free T-Shirt if registered before 4/28/17 939-4444 ext 1103

Pick up: Packets can be picked up May 3-5 at HSS (Wed till 8a-

6pm and Thursday 8a-8p)

Payment: Cash or Check (payable to HSS) or Credit Card (on line)

www.runningstartsports.com

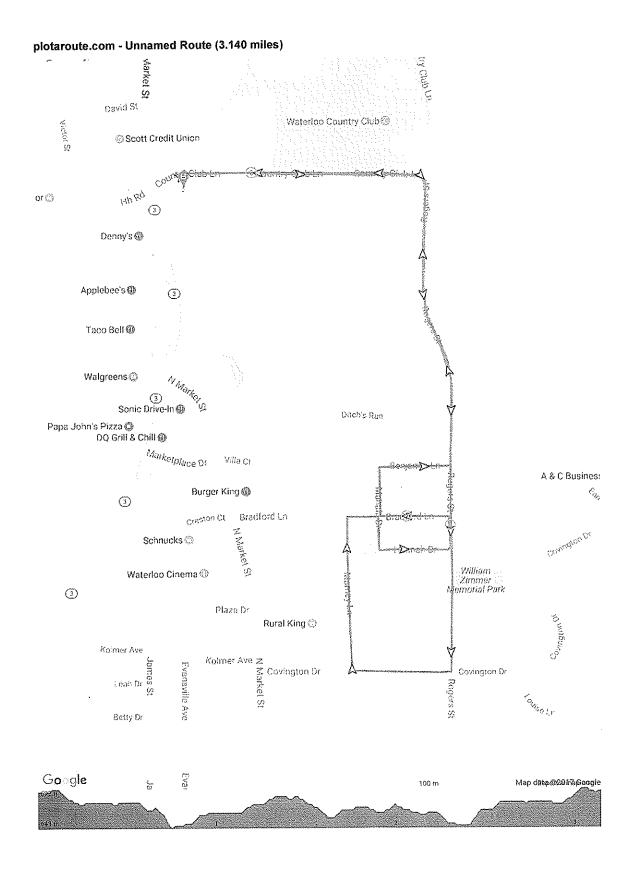
<u>Awards</u>: Medals for first place finisher for Male and Female, top 2 places for each age division for male and female 12and under, 13-15, 16-19, 20-29, 30-39, 40-49, 50-59, 60+

Run Timed by: Toolen's Running Start

Proceeds: To benefit the HSS Client Fund

Release of Liability and Registration on Back





Agenda	Item	No.	12E	

AGENDA REQUEST (Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

	Request is made for placement on the agenda for meeting to be held on:
	March 06, 2017
-	(Date)
	Description of matter to be placed on agenda:
	Consideration and Action on Approval and Signing of Agreements Between the
_	Waterloo Police Department and LexisNexis for eCrash, an Electronic Crash
_	Report System.
_	
_	
	Relief or action to be requested:
_	Approval and Signing of Agreements.
	Submittal date: 03-03-17
	Submitted by:
_	Jeff Prosise, Deputy Chief of Police
	Waterloo Police Department
_	
	DISPOSITION
	Matter to be placed on agenda for meeting date requested.
_	Matter to be placed on agenda for meeting to be held on
	Matter referred to
	The year
	Mayor

Order No. 1 LexisNexis® eCrash

LexisNexis@ eCrash
This Order No. 1 ("Order") is entered into this day of, 2017 ("Order Effective Date") between City of Waterloo Police Department ("Agency") and LexisNexis Claims Solutions Inc., on behalf of itself and its Affiliates ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective("Agreement") between the Parties.
1. TERMS AND CONDITIONS. All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.
2. DESCRIPTION OF SERVICES. Provider, as part of its business has developed and makes available to law enforcement entities a solution called LexisNexis® eCrash that enables for the collection and the online distribution of Reports via Provider's eCommerce portal(s). In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's crash reports online and to distribute data extracted from the Reports. Agency retains the rights to fulfill requests for a Reports made pursuant to state freedom of information laws.
3. SCOPE OF SERVICES. Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:
3.1. Permit connection of Provider's application on Agency's application-compatible computing devices, with the following features:
 a) Integrated crash scene diagramming b) Ability to interface with NCIC, NLETS, and state databases to auto-populate Reports with applicable data (in participating states) c) Voice response (in participating states) d) Online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports
3.2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider
3.3. Provide Report retention and distribution services as set forth in in Section 3 of the Agreement
3.4. Other Services:
4. TERM AND TERMINATION. This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months ("Initial Term"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term.
5. FEES. Pursuant to Section 5 of the Agreement, the Agency Fee is

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized

Order No. 2 eCommerce Services

eCommer	ce gervices				
This Order No. 2 ("Order") is entered into this day of, 2017 ("Order Effective Date") between City of Waterloo Police Department ("Agency") and LexisNexis Claims Solutions Inc., on behalf of itself and its Affiliates ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective ("Agreement") between the Parties.					
1. TERMS AND CONDITIONS. All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.					
2. DESCRIPTION OF SERVICES. Provider, as part of its business, has developed an online portal(s) to distribute Reports to Authorized Requestors and other authorized entities. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's crash reports online and to distribute data extracted from the Reports. Agency retains the rights to fulfill requests for a Reports made pursuant to state freedom of information laws.					
3. SCOPE OF SERVICES. Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:					
3.1. Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports					
3.2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider; and					
3.3. Provide Report retention and distribution services as	set forth in in Section 3 of the Agreement				
3.4. Other Services:					
4. TERM AND TERMINATION. This Order shall commence upon the Order Effective Date and Term"), whereupon this Order shall automatically renew for either Party provides written notice to the other Party, at least	I shall continue for an initial term of thirty six (36) months ("Initial additional twelve (12) month periods ("Renewal Term") unless sixty (60) days prior to the expiration of the Renewal Term.				
the Services.	(\$). There shall be no fee to Agency for				
IN WITNESS WHEREOF, the Parties have ca representatives as of the Effective Date.	used this Order to be executed by their respective authorized				
Provider: LexisNexis Claims Solutions Inc.	Agency: City of Waterloo Police Department				
Signature:	Signature:				
Printed Name:	Printed Name:				
Title:	Title:				
Date:	Date:				

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("Agreement") is dated ______ ("Effective Date") by and between LexisNexis Claims Solutions Inc., on behalf of itself and its Affiliates with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("Provider"), and City of Waterloo Police Department, with its principal place of operations at 100 West 4th Street, Waterloo, Illinois 62298 ("Agency"). Provider and Agency may be referred to herein individually as a "Party" and collectively referred to as "Parties". "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider.

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "Services") as described in an applicable order to this Agreement ("Order"). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "Report"). "Report" shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable.

2. LICENSE AND RESTRICTIONS.

- 2.1 <u>License Grant and License Restrictions</u>. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:
 - a. Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
 - b. Agency shall not access or use Services from outside the United States without Provider's prior written approval; and
 - Agency shall not use the Services to create a competing product or provide data processing services to third parties;
 and
 - d. Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
 - e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
 - f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
 - g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and
 - h. Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
 - i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.
- 2.2 Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.
- 2.3 <u>Violation of License Terms and / or Restrictions</u>. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has

experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. RETENTION / DISTRIBUTION.

For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. Provider will distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with an applicable Order and all applicable laws and regulations.

4. SUPPORT AND MAINTENANCE.

- 4.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 4.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 4.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

5. FEES.

- 5.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) in an Order by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.
- 5.2. Fees due to Agency. All Reports requested by Agency Requestors shall be provided free of charge. Provider will collect a fee as set forth in an applicable Order ("Agency Fee(s)") on behalf of Agency for Report requests by an Authorized Requestor. Provider will remit any Agency Fees to Agency using the process as herein defined. For clarity, if a fee is not

charged to an Authorized Requestor for the Report, no Agency Fee shall be collected or paid to Agency. In connection with this Section, on a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fees collected by Provider during the previous month. Provider will provide a monthly report to Agency identifying the number of Reports provided on its behalf.

5.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall exceed the amount a provider may legally charge an Authorized Requestor.

6. TERMS AND TERMINATION.

- 6.1. <u>Term</u>. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.
- 6.2. Termination.
 - 6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.
 - 6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.
 - 6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.
- 6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. <u>Driver's Privacy Protection Act</u>. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information from a motor vehicle record obtained by Provider from state Departments of Motor Vehicles as those terms are defined by the Federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq., ("DPPA") and its state analogues ("DMV Data"), and that Agency is required to comply with the DPPA or its state analogues, as applicable. Agency agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.
- 7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report
- 7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(1), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstance under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.

- 7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. <u>Definition</u>. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.
- 8.5. <u>Duration</u>. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.
- 8.7. <u>Injunctive Relief</u>. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable Fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

For purposes of this section, "Provider" includes Provider and its Affiliates, subsidiaries, parent companies, and data providers. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, than in no event shall Provider's liability to Agency under this Agreement exceed One Hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

13. INDEMNIFICATION.

To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its Affiliates, and their officers, directors, employees, and Agents (the "Indemnified Parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the Indemnified Parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying party, its Affiliates, or the officers, Agents or employees of such party (the "Indemnifying Parties"); (ii) the gross negligence or willful misconduct of the Indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the Indemnified Parties promptly notifying the Indemnifying Parties in writing of any claims or suits.

14. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of God or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

16.1 Affiliates. Agency understands and agrees that certain Services furnished under this Agreement may actually be provided by one or more of Provider' Affiliates.

- 16.2 <u>Independent Contractor/No Agency</u>. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party
- 16.3 <u>Assignment</u>. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.
- 16.4 <u>Headings</u>, <u>Interpretation</u>, <u>and Severability</u>. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 16.5 <u>Waiver; Remedies Non-Exclusive</u>. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.
- 16.6 Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.
- 16.7 <u>Provider Shared Facilities</u>. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.
- 16.8 Entire Agreement. This Agreement represents the entire agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.
- 16.9 Governing Law. The Agreement will be governed by and construed under the laws of the State of Illinois excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Provider: LexisNexis Claims Solutions Inc.	Agency: City of Waterloo Police Department
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

Data Protection.

Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

Agency's Information Security Program.

Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

Agency Security Event.

In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:

(i) provide immediate written notice to:

- a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005;
- via email to (security.investigations@lexisnexis.com); or
- c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
- (ii) promptly investigate the situation; and
- (iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
- (iv) if required by law, or in Provider' discretion, Agency shall:
 - notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
- (v) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
- (vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.