

ORDER OF BUSINESS

City Council
City of Wood River
111 N. Wood River Avenue

July 6, 2026
7:00 P.M.
Wood River, IL 62095

AGENDA

- 1) Roll Call: Tom Stalcup
David Ayres Bill Dettmers
Jeremy Plank Scott Tweedy
- 2) Approval of the minutes of the regular meeting of June 15, 2026, as printed.
- 3) Approval of the bills submitted for payment for the period June 11, 2026, to July 1, 2026, as printed.
- 4) Opening of proposals for real property owned by the City, specifically 13 Whitelaw, Wood River, Illinois 62095.
- 5) REQUEST BY MAYOR FOR:
A. Request for Citizen comments/communications/petitions
B. Reports/comments from City Officials
- 6) OATH OF OFFICE: City Clerk Danielle Sneed will administer the Oath of Office to newly appointed Fire Chief Nathan Kamp.
- 7) Approval of an ordinance amending City Code 90-7, Title XV: Land Usage, Chapter 155 Zoning Code, Section 155.01 Adoption by Reference, to include changes to the City of Wood River Zoning Code 96-14, Article 4: Regulations for Specific Districts, amending Section 4-9 Downtown Business District, as recommended by the Plan Commission.
- 8) Approval of an ordinance amending City Code 90-7, Title XV, Land Usage, Chapter 155: Zoning Code, Section 155.01 Adoption by Reference to include changes to the City of Wood River's Zoning Code 96-14, Article 3, Section 3-2 Zoning Map and District Boundaries to rezone Parcel ID 19-1-08-24-00-000-003.002 R-1 Single Family to B-3 Highway Business District, as recommended by the Plan Commission.
- 9) Approval of an ordinance authorizing the execution of a Redevelopment Agreement between the City of Wood River and Amanda Clark for TIF Financial Assistance at 16 E. Ferguson.
- 10) Approval of an ordinance authorizing the execution of a Real Estate Contract with Michael Kelly for the purchase of Parcel ID's 19-2-08-27-06-105-019 and 19-2-08-27-06-105-020.
- 11) Approval of an ordinance amending the 2026-27 Fiscal Year Budget to include budget authorization for 2025-26 encumbrances, as submitted by the Director of Finance.
- 12) Approval of an ordinance amending the 2025-26 Fiscal Year Budget by increasing the expense category of various budgets, as submitted by the Director of Finance.
- 13) Approval of a resolution authorizing the Mayor to execute a Joint Funding Agreement for preliminary engineering Phases 1 and 2 on the construction of a Shared Use Path along the proposed location and all necessary work to complete the project, as submitted by the Director of Public Services.

- 14) Approval of a resolution authorizing the execution of a Professional Services Agreement between the City of Wood River and Spatial Data Logic, LLC, for software services, as submitted by the Director of Finance.
- 15) Approval of a resolution authorizing the execution of a Professional Services Agreement between the City of Wood River and Software Solutions, Inc., for software services, as submitted by the Director of Finance.
- 16) Approval of a resolution authorizing the execution of a Professional Services Agreement between the City of Wood River and Right Stuff Software Corporation for Software Services, as submitted by the Director of Finance.
- 17) Approval of a request from the Greater Madison County Federation of Labor, AFL-CIO to hold the Annual Labor Day Parade on Wood River Avenue from the Roundhouse to East Ferguson to North on 6th Street ending at Emerick Sports Complex on Saturday, August 29, 2026, beginning at 10:00am.
- 18) Approval of a recess to hold a closed session to discuss matters pertaining to Imminent Litigation (5 ILCS 120/2 (c)(11)).
- 19) Old Business
- 20) New Business
- 21) Adjournment

If prospective attendees require an interpreter or other access accommodation needs, please contact the Wood River City Clerk's Office at 618-251-3100 no later than 48 hours prior to the commencement of the meeting to arrange the accommodations.

AGENDA

A regular meeting of the Wood River City Council was called to order by Mayor Tom Stalcup at 7:00 p.m. on Monday, June 15, 2026. The Clerk called the roll and reported that the following members were:

- PRESENT: David Ayres
- Bill Dettmers
- Jeremy Plank
- Scott Tweedy
- Tom Stalcup

and that a quorum was present and in attendance.

APPROVAL OF MINUTES:

Councilman Ayres moved to approve the minutes of the regular meeting of June 1, 2026, as printed, seconded by Councilman Tweedy, and approved by the following vote:

- AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
- NAYS: None (0)

APPROVAL OF BILLS:

Councilman Dettmers moved to approve the bills submitted for payment for the period May 28, 2026, to June 10, 2026, as printed, seconded by Councilman Ayres, and approved by the following vote:

- AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
- NAYS: None (0)

FINANCIAL STATEMENT:

Councilman Tweedy moved to approve the Financial Statement ending May 31, 2026, as printed, seconded by Councilman Plank, and approved by the following vote:

- AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
- NAYS: None (0)

PRESENTATIONS:

Veolia North America presented a sponsorship check in support of the City's upcoming 4th of July Celebration.

Kinder Morgan presented a sponsorship check in support of the City's upcoming 4th of July Celebration.

Mayor Stalcup presented a Certificate of Recognition and plaque to Fire Chief Wade Stahlhut on his retirement after 21 years with the Wood River Fire Department.

Fire Chief Wade Stahlhut expressed gratitude for the opportunity to serve as a member of the Wood River Fire Department and thanked the department personnel, the Mayor, and the City Council for their support over the years. He stated that the past six years had been especially positive in terms of accomplishments and support received. Fire Chief Stahlhut expressed confidence that the Fire Department would continue its success under new leadership and stated that while he was preparing to step away from his role, he remained confident in the department's future.

City Manager Steve Palen expressed appreciation for Fire Chief Wade Stahlhut's service to the community, stating that he has been a great asset to the City. He noted that the organization the Chief is moving on to will be fortunate to have him and thanked him for his years of service. City Manager Palen also reflected on their prior working relationship, stating that they had served as directors together and that the Chief had reported to him in recent years. He expressed gratitude for his contributions and stated that he would be missed.

Councilman Dettmers stated, on a personal note, that he will miss Fire Chief Wade Stahlhut. He referenced knowing the Chief since Chief was 10 years old. Councilman Dettmers stated that the Chief is a person of integrity and expressed that he would be greatly missed, adding that he was sorry to see him leave the City.

CITIZEN/OFFICIAL COMMENTS:

Mark St. Peters expressed appreciation to the Mayor and City Council for the downtown dog park. Mr. St. Peters stated that his Chihuahua enjoys the park and thanked everyone involved in making the project possible. He also commented that the dog park has provided opportunities for both pets and residents to socialize and form new friendships.

Linda Walters congratulated Fire Chief Wade Stahlhut on his retirement. Ms. Walters also referenced previously expressing concerns regarding overgrown rose bushes and landscaping near City Hall and stated that noticeable improvements have since been made. Ms. Walters complimented the appearance of the landscaping and downtown area and stated that the City has made significant progress in improving the community's appearance. She further commented that she often speaks positively about the City of Wood River and encourages others to recognize the improvements that have been made. Ms. Walters also thanked Sergeant Burns and Fire Chief Wade Stahlhut for their assistance with a matter at the citizen's home and expressed appreciation to the City of Wood River.

Mayor Stalcup announced that the Farmers Market began last Thursday and will continue every Thursday through September 24, 2026, from 4:00 p.m. to 7:00 p.m. The Mayor stated that approximately 50 vendors participated during the first week and expressed hope that participation would continue throughout the season.

Mayor Stalcup also announced a ribbon cutting ceremony for the newly remodeled offices of the Wood River Business Alliance, located at 61 East Ferguson Avenue, in recognition of the organization receiving National Main Street Accreditation. The event is scheduled for June 26, 2026, at 3:00 p.m.

In addition, Mayor Stalcup announced that the Humane Society would be hosting an adoption event at Downtown West End Coffee Shop, located at 10 West Ferguson Avenue, on June 27, 2026, from 10:00 a.m. to 1:00 p.m.

Lastly, Mayor Stalcup announced that the Air Race Classic will take place on June 23, 2026, at the St. Louis Regional Airport. The Mayor stated that doors will open at 7:30 a.m., with aircraft expected to begin takeoff at 8:00 a.m. He further noted that the event would include 46 race teams and 106 participants beginning a four-day journey.

ORDINANCE NO. 26-15: AMENDING CITY CODE 90-7, TITLE XV: LAND USAGE, CHAPTER 156: CONTROL OF STORM WATER DRAINAGE AND DETENTION, SOIL EROSION, AND SEDIMENT CONTROL, AMENDING SECTION 156.07 INFORMATION ACCESSIBILITY TO THE PUBLIC AND SECTION 156.08 DEFINITIONS:

Councilman Ayres moved to approve an ordinance amending City Code 90-7, Title XV: Land Usage, Chapter 156: Control of Storm Water Drainage and Detention, Soil Erosion, and Sediment Control, amending Section 156.07 Information Accessibility to the Public and Section 156.08 Definitions, seconded by Councilman Plank

Councilman Dettmers asked for clarification regarding the specific matters covered within the amended ordinance and inquired whether the referenced final documents in the ordinance would be available for public inspection at City Hall. He further requested a summary of the amendment.

City Manager Steve Palen responded that the proposed language was primarily intended as cleanup language to clarify that only final documents are available for public inspection, rather than preliminary planning materials or every document ever prepared. He stated that the City would not be capable of producing every document created and explained that the intent was to specify that final documents are the records available for inspection.

The ordinance was approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
NAYS: None (0)

ORDINANCE NO. 3003: ESTABLISHING AN EXTERIOR RENOVATION PROGRAM FOR THE PURPOSE OF ENCOURAGING PROPERTY IMPROVEMENTS IN THE CITY OF WOOD RIVER:

Councilman Tweedy moved to approve an ordinance establishing an Exterior Renovation Program for the purpose of encouraging property improvements in the City of Wood River, seconded by Councilman Dettmers

Councilman Plank City Manager Steve Palen to explain this program.

City Manager Steve Palen stated that the proposed program had been in development for some time and had undergone several revisions in coordination with the City Attorney. He explained that the City had reviewed similar programs in other communities and stated that the program would provide matching grants to assist residents with exterior home improvements, including siding, soffit, fascia, roofing, and related repairs. He further explained that the program would provide up to \$5,000.00 in matching funds, with the required match amount based on the applicant's income level and median household income criteria, similar to the City's first-time homebuyer program.

Councilman Dettmers asked how much was budgeted for this program.

City Manager Steve Palen stated \$50,000.00 was budgeted.

Councilman Dettmers expressed hope that the program will generate increased public interest and demand.

City Manager Steve Palen stated that is the hope.

The ordinance was approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

ORDINANCE NO. 3004: AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND STORMFRONT ROOFING FOR TIF FINANCIAL ASSISTANCE AT 915 WHITELAW:

Councilman Ayres moved to approve an ordinance authorizing the execution of a Redevelopment Agreement between the City of Wood River and Stormfront Roofing for TIF Financial Assistance at 915 Whitelaw, seconded by Councilman Plank

Councilman Dettmers referenced previously approved expenditures related to the purchase of properties within the TIF District and reviewed projected remaining cash flow figures. He stated that, after accounting for previously approved expenditures and the proposed agreement under consideration, he remained reluctant to rely on the 1% sales tax to cover potential shortfalls associated with TIF agreements. Councilman Dettmers stated that he would support the agreement provided that no upfront expenditure of funds would be made for the property and that reimbursement instead occur on a pay-as-you-go basis annually, contingent upon eligible TIF reimbursement expenditures being collected within the district.

Councilman Dettmers moved to amend Item No. 9 on the agenda to reflect no upfront expenditure of funds be made for the property and that reimbursement instead occur on a pay-as-you-go basis annually, contingent upon eligible TIF reimbursement expenditures being collected within the district, seconded by Councilman Ayres

Councilman Plank noted that reimbursement is the nature of TIF funding agreements.

City Manager Steve Palen asked Councilman Dettmers for clarification regarding whether the request was to provide reimbursement solely from the increment generated by the property.

Councilman Dettmers replied in the affirmative.

City Manager Steve Palen asked City Attorney Mike McGinley if the City needs something more specific than that in the agreement, like a dollar amount, or just giving them that amount until the dollar amount is reached.

City Attorney Mike McGinley stated that limiting reimbursement solely to generated increment would require additional language within the agreement. He explained that the increment could not be determined until after the project was completed, the property was assessed, and the increment amount was established. City Attorney Mike McGinley further stated that implementing such a change would be more complicated than simply amending the agreement during the meeting.

Councilman Dettmers stated that he was not suggesting the agreement be amended annually. He commented that his understanding was that TIF agreements were typically structured on a pay-as-you-go basis, with reimbursements made as funds were collected. He further stated that, at some point, TIF districts began utilizing front-loaded funding arrangements and questioned why the proposed language change would be difficult to implement.

Councilman Plank asked Councilman Dettmers whether his comments were referring to a loan from the 1% sales tax fund.

Councilman Dettmers clarified that he was not referring to any type of loan arrangement. He stated that his preference was for the agreement to operate on a pay-as-you-go basis rather than providing upfront funding. Councilman Dettmers referenced anticipated TIF District revenues and explained that, instead of front-loading the proposed reimbursement amounts, he would prefer that the developer receive reimbursement annually based solely upon the amount of increment collected from the property each year. He provided examples of annual reimbursement amounts corresponding to the increment generated and stated that he would rather see the project funded incrementally as revenues are received.

City Manager Steve Palen stated that, in an ideal situation, all TIF agreements would operate on a pay-as-you-go basis. However, he expressed the opinion that the City is not in a position to structure incentives in that manner and explained that the City has instead utilized more upfront incentives to encourage development activity. City Manager Steve Palen stated that he believed the approach has been effective in the downtown area. He further commented that the pay-as-you-go model referenced by Councilman Dettmers is similar to arrangements previously used for the movie studio developments. City Manager Steve Palen stated that he hopes the City will eventually move toward that model as certain obligations expire over the next several years and additional TIF revenues become available. He also noted that future projections show significant TIF revenue growth, although additional applications are expected. City Manager Steve Palen stated that many of the larger incentive requests are occurring presently and explained that this was one reason the City requested authority to borrow from the 1% sales tax fund to maintain development momentum. He concluded by recommending approval of the agreements as submitted.

Councilman Plank asked Director of Finance Karen Weber to provide information regarding the current TIF fund balance and projected revenues expected to be received during the upcoming tax season.

Director Weber stated that the projected revenue estimate is conservative, noting that she has not yet received final TIF figures from the County. She explained that actual revenues are expected to be slightly higher than the current projection. Director Weber further stated that as TIF obligations are paid down over time, fund balances will continue to accumulate. She also noted that while multiple approved projects are listed as anticipated expenditures, not all are expected to be completed within the current fiscal year, contributing to the conservative nature of the estimate.

The motion made by Councilman Dettmers to amend the agreement was denied by the following vote:

AYES: Ayres, Dettmers (2)

NAYS: Plank, Tweedy, Stalcup (3)

The ordinance was approved by the following vote:

AYES: Ayres, Plank, Tweedy, Stalcup (4)

NAYS: Dettmers (1)

ORDINANCE NO. 3005: AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND JAME PROPERTIES LLC FOR TIF FINANCIAL ASSISTANCE AT 53 E. FERGUSON:

Councilman Dettmers moved to approve an ordinance authorizing the execution of a Redevelopment Agreement between the City of Wood River and JAME Properties LLC for TIF Financial Assistance at 53 E. Ferguson, seconded by Councilman Ayres

Councilman Dettmers stated that he is very supportive of this item. He noted that he had previously requested various financial and business documents in support of similar applications and stated that he was impressed with the documentation provided for this item. Councilman Dettmers indicated that he would gladly support this application.

Councilman Tweedy noted that the application was thorough and stated that he believes it will be a “game changer” for downtown to get a good restaurant down there.

Councilman Plank confirmed that this agreement is for \$100,000.00 for ten years.

The ordinance was approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

RESOLUTION NO. 2183: AUTHORIZING THE MAYOR TO EXECUTE A LOCAL AGENCY ENGINEERING SERVICES AGREEMENT FOR PRELIMINARY ENGINEERING FOR THE TYLER TIMMINS DRIVE RECONSTRUCTION PROJECT:

Councilman Tweedy moved to approve a resolution authorizing the Mayor to execute a Local Agency Engineering Services Agreement for preliminary engineering for the Tyler Timmins Drive Reconstruction Project, as submitted by the Director of Public Services, seconded by Councilman Dettmers, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

RESOLUTION NO. 2184: WAIVING THE COMPETITIVE BIDDING REQUIREMENT AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PARKREATION, INC. C/O ICON SHELTERS FOR THE STAGE AND PAVILION AT CITY CENTER PARK UNDER THE SOURCEWELL PURCHASING PROGRAM:

Councilman Ayres moved to approve a resolution waiving the competitive bidding requirement and authorizing the execution of an agreement with PARKREATION, INC. c/o ICON Shelters for the stage and pavilion at City Center Park under the Sourcewell Purchasing Program, seconded by Councilman Tweedy

Councilman Ayres asked why the City is waiving the bids.

City Manager Steve Palen explained that there was a difference of opinion with the City Attorney regarding the wording but stated that Sourcewell conducts the bidding process on behalf of participating entities. He explained that Sourcewell is a joint purchasing cooperative. They go through the process of bidding, allowing member organizations, including the City, to purchase through the program. He compared the process to purchasing vehicles through a state bid program.

City Attorney Mike McGinley stated that the issue was largely a technicality. He explained that while the purchase was not being competitively bid in the traditional sense and exceeded the \$25,000.00 threshold, the City was utilizing Sourcewell, which functions as a cooperative purchasing program comparable to a state bid process. City Attorney McGinley stated that, as a result, he wanted to ensure the agenda language reflected that the City was formally waiving bids since the purchase was not being put out for traditional bidding.

Councilman Dettmers stated that, based on the information contained in the resolution, the PARKREATION, INC. proposal includes materials for the new stage pavilion center reflecting a total cost of \$16,630.00. He stated that he was unable to reconcile that figure with the supporting materials provided and noted that the documentation appeared to show approximately \$35,000.00 in discounts. Councilman Dettmers stated that he was confused by the discrepancy and requested clarification.

Councilman Dettmers stated that the figures listed in the resolution, noting a "whereas" section showing a total of \$16,630.00 and supporting documents reflecting multiple Sourcewell discounts, including a 10% discount of \$25,570.00, another Sourcewell discount of \$8,606.00, and an additional discount of \$1,820.00. He stated that he was confused by how the totals and discounts were being calculated. Councilman Dettmers also questioned how labor costs were being handled under the Sourcewell purchasing process, asking for clarification on whether Sourcewell was obtaining bids for labor or how the pricing structure was determined.

City Manager Steve Palen asked Councilman Dettmers for the numbers again.

Councilman Dettmers stated that the figures listed in the resolution, noting a "whereas" section showing a total of \$16,630.00 and supporting documents reflecting multiple Sourcewell discounts, including a 10% discount of \$25,570.00, another Sourcewell discount of \$8,606.00, and an additional discount of \$1,080.20. He stated that he was confused by how the totals and discounts were being calculated. Councilman Dettmers also questioned how labor costs were being handled under the Sourcewell purchasing process, asking for clarification on whether Sourcewell was obtaining bids for labor or how the pricing structure was determined.

City Manager Steve Palen clarified that labor would be included in the bid when the project is formally bid, and that Sourcewell pricing applied to materials only. He further stated that the referenced \$16,630.00 figure is incorrect and indicated that the correct amount should be \$230,375.00. City Manager Steve Palen requested that the resolution be amended accordingly.

Discussion continued regarding the total cost reflected on the second page of the proposal. Councilman Dettmers asked for clarification on the total amount of \$327,669.00. City Manager Steve Palen responded that the figure included an entrance overhang component that was not currently being obtained. When asked for the cost of the overhang, City Manager Steve Palen stated that it was reflected in the \$16,630.00 figure and reiterated that the correct total should be \$230,375.00.

Councilman Plank made a motion to amend the resolution to reflect \$230,375.00 as the total, seconded by Councilman Dettmers, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
NAYS: None (0)

Following the passage of the first amendment, discussion continued regarding the total project costs and bidding requirements. Councilman Dettmers asked whether it was too late to ask additional questions and sought clarification on whether the approximately \$230,375.00 figure applied to the first page and whether an additional amount of nearly \$100,000.00 reflected on the second page would require formal bidding, given it exceeded the \$25,000.00 threshold. Councilman Dettmers further stated that the multiple discounts and figures throughout the documentation had caused confusion regarding the total cost structure.

City Manager Steve Palen apologized and indicated that the correct total amount for the amendment should be \$327,669.00.

Councilman Dettmers made a motion to amend the resolution to reflect \$327,669.00 as the total, seconded by Councilman Plank, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
NAYS: None (0)

The resolution waiving the competitive bidding requirement and authorizing the execution of an agreement with PARKREATION, INC. c/o ICON Shelters for the stage and pavilion at City Center Park under the Sourcewell Purchasing Program, with the amendment, was approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
NAYS: None (0)

RESOLUTION NO. 2185: AUTHORIZING A SPONSORSHIP AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND ALTON TREE SERVICE FOR MARKETING IN SUPPORT OF THE WOOD RIVER RECREATION CENTER:

Councilman Tweedy moved to approve a resolution authorizing a Sponsorship Agreement between the City of Wood River and Alton Tree Service for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks and Recreation, seconded by Councilman Ayres, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
NAYS: None (0)

PROCLAMATION:

Councilman Ayres moved to approve a Proclamation proclaiming Friday, June 26, 2026, as Wood River Main Street Day, seconded by Councilman Dettmers, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
NAYS: None (0)

APPROVED: REQUEST TO SEEK BIDS:

Councilman Plank moved to approve a request to seek bids to construct City Center Park, seconded by Councilman Tweedy, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

APPROVED: REQUEST TO ACCEPT BID:

Councilman Dettmers moved to approve a request to accept the bid from Kane Mechanical Group, LLC, in the amount of \$47,242.35 for the Belk Park Clubhouse HVAC System Replacement, as submitted by the Director of Parks and Recreation, seconded by Councilman Ayres, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

APPROVED: REQUEST TO ACCEPT BID:

Councilman Ayres moved to approve a request to accept the bid from Golterman & Sabo, Inc., in the amount of \$39,531.00 for the Wood River Recreation Center Gymnasium Acoustic Treatment Improvements, as submitted by the Director of Parks and Recreation, seconded by Councilman Tweedy

Councilman Ayres stated that he was pleased to see this item on the agenda. He noted that he and the Parks and Recreation Director have discussed the need for improved acoustics since the building was constructed. Councilman Ayres stated that the improvement would address significant noise issues and expressed appreciation for the project.

The request was approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

APPROVED: REQUEST TO CLOSE STREET:

Councilman Tweedy moved to approve a request from the Wood River Business Alliance to close Ferguson Avenue between Whitelaw Avenue and First Street on Friday, June 26, 2026, from 2:30 p.m. to 7:00 p.m. for their Ribbon Cutting Ceremony and Summer Social, seconded by Councilman Plank, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

APPROVED: REQUEST TO CLOSE STREET:

Councilman Plank moved to approve a request from residents of the 800 block of Rice Street to close the street between 800 and 838 Rice Street on Saturday, July 4, 2026, from 6:00 p.m. to 11:00 p.m. to hold their annual block party, seconded by Councilman Ayres, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

APPROVED – ICE CREAM SOCIAL ON SUNDAY, JULY 12, 2026:

Councilman Dettmers moved to approve a request to hold the Ice Cream Social at Central Park on Sunday, July 12, 2026, from 3:00 p.m. to 6:00 p.m., as submitted by the Director of Parks and Recreation, seconded by Councilman Tweedy, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

CLOSED SESSION:

Councilman Ayres moved for approval of a recess to hold an executive closed session to discuss matters pertaining to Personnel (5ILCS 120/2 (c)(1)), seconded by Councilman Dettmers, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

The Council moved across the hall to hold the executive closed session.

The Council recessed at 7:39 p.m. and reconvened at 8:06 p.m.

Councilman Ayres made a motion to go back into open session, seconded by Councilman Plank, and the motion was approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

OLD BUSINESS: NONE

NEW BUSINESS: NONE

ADJOURNMENT: There being no further business to come before the Council, the meeting adjourned at 8:07 p.m.

Mayor

City Clerk

3

CITY OF WOOD RIVER
 COUNCIL SUMMARY REPORT
 COUNCIL MEETING DATE: 07/06/2026
 INVOICES DUE ON/BEFORE: 08/06/2026

DEPT CODE	DEPT	ACCT #	VENDOR	VENDOR #	DESCRIPTION	TOTAL AMOUNT DUE
1000	GENERAL REVENUES	20241	GO PERMITS	6531	PERMIT REFUND	49.00
1000	GENERAL REVENUES	20252	LANE PROPERTIES LLC	6537	BUSINESS LICENSE REFUND	50.00
1000	GENERAL REVENUES	20221	LANE PROPERTIES LLC	6537	AMUSEMENT LICENSE REFUND	1,500.00
1000	GENERAL REVENUES	20228	LANE PROPERTIES LLC	6537	LIQUOR LICENSE REFUND	758.33
	GENERAL REVENUES Total					2,357.33
1000	LEGISLATIVE	40791	BUDGET SIGNS TROPHIES & PLAQUE	333	RETIREMENT PLAQUE	126.00
1011	LEGISLATIVE	40796	UTILITRA	981	MONTHLY BILL - JUNE	193.96
1011	LEGISLATIVE Total					319.96
1012	ADMINISTRATION	40521	WEX BANK	4709	JUNE 2026 GAS	526.76
1012	ADMINISTRATION	40796	UTILITRA	981	MONTHLY BILL - JUNE	577.42
1012	ADMINISTRATION Total					1,104.18
1013	FINANCE	40863	GREAT AMERICA FINANCIAL SVCS.	6309	POSTAGE MACHINE LEASE	165.00
1013	FINANCE	40511	SMARTBILL	5998	WATER BILL POSTAGE	57.85
1013	FINANCE	40796	UTILITRA	981	MONTHLY BILL - JUNE	715.44
1013	FINANCE Total					938.29
1014	ANIMAL CONTROL	40594	RAY O'HERRON COMPANY	946	PULLOVER	82.40
1014	ANIMAL CONTROL	40521	WEX BANK	4709	JUNE 2026 GAS	222.65
1014	ANIMAL CONTROL	40747	MADISON COUNTY ANIMAL CARE	4730	ANIMAL PICK-UPS	65.00
1014	ANIMAL CONTROL Total					370.05
1015	LEGAL	40792	BASSETT LAW OFFICE	279	MONTHLY RETAINER	950.00
1015	LEGAL Total					950.00
1016	BUILDING & ZONING	40594	CLEARY'S SHOES & BOOTS	2749	BOOTS	195.00
1016	BUILDING & ZONING	40594	RAY O'HERRON COMPANY	946	UNIFORM PANTS	197.19
1016	BUILDING & ZONING	40594	DAWN DEVENING	6464	PANTS HEMMING	8.00
1016	BUILDING & ZONING	40719	JERROLD E THORNBURGH	6367	MOWER REPAIRS	300.62
1016	BUILDING & ZONING	40792	MADISON COUNTY RECORDER	2579	LIEN	102.00
1016	BUILDING & ZONING	40792	DREAMRUNNERS LTD	6321	STRUCTURAL ASSESS 11 E FERG	700.00
1016	BUILDING & ZONING	40521	WEX BANK	4709	JUNE 2026 GAS	578.95
1016	BUILDING & ZONING	40796	UTILITRA	981	MONTHLY BILL - JUNE	358.34
1016	BUILDING & ZONING Total					2,440.10
1017	STREET LIGHTING	40789	AMEREN ILLINOIS	4163	MARCH 2026 - AMEREN	824.62
1017	STREET LIGHTING	40788	AMEREN ILLINOIS	4163	MARCH 2026 - AMEREN	5,659.50
1017	STREET LIGHTING Total					6,484.12

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1019	CITY HALL MAINTENANCE	40541	CR SYSTEMS	348	JANITORIAL SUPPLIES	279.20
1019	CITY HALL MAINTENANCE	40552	UNIFIRST CORPORATION	5927	FIRST AID RESTOCK	133.23
1019	CITY HALL MAINTENANCE	40752	ROTTLER PEST CONTROL	6376	PEST CONTROL - CITY HALL	60.00
1019	CITY HALL MAINTENANCE	40783	AMEREN ILLINOIS	4163	MARCH 2026 - AMEREN	809.94
1019	CITY HALL MAINTENANCE Total					1,282.37
1021	STREET MAINTENANCE	40529	ALL TYPE CORP.	5467	HOSES AND CONNECTORS	128.21
1021	STREET MAINTENANCE	40529	GATEWAY BOBCAT, LLC	2015	BOBCAT REPLACEMENT PARTS	556.23
1021	STREET MAINTENANCE	40529	GATEWAY BOBCAT, LLC	2015	PLUG, WASHER, WINDSHIELD	3,578.83
1021	STREET MAINTENANCE	40529	LUBY EQUIPMENT SERVICES	3603	HOSE, TUBE, CLAMP	920.94
1021	STREET MAINTENANCE	40529	LUBY EQUIPMENT SERVICES	3603	HOSE, TUBE, CLAMP - RETURN	(435.79)
1021	STREET MAINTENANCE	40529	MC KAY AUTO PARTS	4680	WIRING SUPPLIES	171.96
1021	STREET MAINTENANCE	40529	RUSH TRUCK CENTERS OF MISSOURI	5978	WHEEL SPEED SENSOR	170.00
1021	STREET MAINTENANCE	40529	RUSH TRUCK CENTERS OF MISSOURI	5978	BRAKE	59.90
1021	STREET MAINTENANCE	40529	RUSH TRUCK CENTERS OF MISSOURI	5978	CLAMP	87.80
1021	STREET MAINTENANCE	40529	RUSH TRUCK CENTERS OF MISSOURI	5978	EXHAUST BRACKET	41.80
1021	STREET MAINTENANCE	40529	RUSH TRUCK CENTERS OF MISSOURI	5978	TRUCK #3 & TRAILER - PARTS	228.35
1021	STREET MAINTENANCE	40529	WOODY'S MUNICIPAL SUPPLY CO.	84	14TH ST. SUPPLIES	255.30
1021	STREET MAINTENANCE	40599	CR SYSTEMS	348	LEAF SPRING REPLACEMENT	7,735.92
1021	STREET MAINTENANCE	40719	RUSH TRUCK CENTERS OF MISSOURI	5978	ABS LIGHT DIAGNOSIS	357.08
1021	STREET MAINTENANCE	40719	RUSH TRUCK CENTERS OF MISSOURI	5978	MARCH 2026 - CONSTELLATION	532.16
1021	STREET MAINTENANCE	40783	CONSTELLATION NEWENERGY - GAS	5995	MARCH 2026 - AMEREN	255.40
1021	STREET MAINTENANCE	40783	AMEREN ILLINOIS	4163	PAVING TRUCKING	20,680.00
1021	STREET MAINTENANCE	40791	MARK STUNKEL TRUCKING INC	5551	JUNE 2026 GAS	4,537.48
1021	STREET MAINTENANCE	40521	WEX BANK	4709	MONTHLY BILL - JUNE	70.88
1021	STREET MAINTENANCE	40796	UTILITRA	981	CURB PAINT	151.92
1021	STREET MAINTENANCE	40542	LOWE'S COMPANIES INCORPORATED	1336		40,084.37
1021	STREET MAINTENANCE Total					255.00
1024	PARKS AND RECREATION	40594	CLEARY'S SHOES & BOOTS	2749	BOOTS	280.56
1024	PARKS AND RECREATION	40783	CONSTELLATION NEWENERGY - GAS	5995	MARCH 2026 - CONSTELLATION	2,153.39
1024	PARKS AND RECREATION	40783	AMEREN ILLINOIS	4163	MARCH 2026 - AMEREN	300.00
1024	PARKS AND RECREATION	40792	ARROW SIGNS & OUTDOOR	4578	LED SIGN MAINTENANCE	120.79
1024	PARKS AND RECREATION	40792	ON SITE COMPANIES, INC	6237	PORTA POTTY 6TH ST	18.33
1024	PARKS AND RECREATION	40792	ON SITE COMPANIES, INC	6237	HAND SANITIZER 6TH ST RESTROOM	50.00
1024	PARKS AND RECREATION	40792	ROTTLER PEST CONTROL	6376	PEST CONTROL - WEST END PARK	50.00
1024	PARKS AND RECREATION	40792	ROTTLER PEST CONTROL	6376	PEST CONTROL - 6TH ST STAND	1,844.71
1024	PARKS AND RECREATION	40792	UTILITRA	981	CAMERA - 6TH ST PARK	

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1024	PARKS AND RECREATION	40792	BARCOM SECURITY	5861	6TH ST CONCESSIONS ALARM	84.75
1024	PARKS AND RECREATION	20303	ELWYN CHRIS SCHUNEMAN	6432	IL 250 ENTERTAINER	250.00
1024	PARKS AND RECREATION	20303	RIVERBEND BOUNCE	4248	DUNK TANK, WATERSLIDE	1,240.00
1024	PARKS AND RECREATION	20303	TWIST & BOUNCE, LLC	6349	BALLOON ARTIST	510.00
1024	PARKS AND RECREATION	40304	REIS SERVICES INC.	4255	6TH ST CONCESSIONS	134.00
1024	PARKS AND RECREATION	40521	WEX BANK	4709	JUNE 2026 GAS	926.85
1024	PARKS AND RECREATION	20308	TOM EBERLIN	2732	5/10/26-6/15/26 PAYROLL	200.00
1024	PARKS AND RECREATION	20309	SCHWARTZKOPF PRINTING INC	1087	TRI-CITY BASEBALL SHIRTS	4,373.07
1024	PARKS AND RECREATION	40305	TIMOTHY CAMREN	T0001447	RENTAL REFUND	75.00
1024	PARKS AND RECREATION Total					12,866.45
1025	PARK MAINTENANCE	40529	ALTON WINSUPPLY	51	DRIVING RANGE BATHROOM	55.75
1025	PARK MAINTENANCE	40529	D&D TIRE SERVICE LLC.	5420	TIRE TUBE TRACTOR	75.00
1025	PARK MAINTENANCE	40541	CR SYSTEMS	348	JANITORIAL SUPPLIES	38.00
1025	PARK MAINTENANCE	40719	D&D TIRE SERVICE LLC.	5420	TIRE TUBE INSTALL TRACTOR	25.00
1025	PARK MAINTENANCE	40719	TRICOUNTY FS INC	4049	MOWER REPAIR	317.05
1025	PARK MAINTENANCE	40783	CONSTELLATION NEWENERGY - GAS	5995	MARCH 2026 - CONSTELLATION	227.98
1025	PARK MAINTENANCE	40783	AMEREN ILLINOIS	4163	MARCH 2026 - AMEREN	81.13
1025	PARK MAINTENANCE	40521	MEDFORD OIL COMPANY	5713	MOWER FUEL	1,451.03
1025	PARK MAINTENANCE	40521	WEX BANK	4709	JUNE 2026 GAS	717.82
1025	PARK MAINTENANCE Total					2,988.76
1026	DISASTER PREP	40599	DATA TRONICS INCORPORATED	443	STORM SIREN REPAIR	375.75
1026	DISASTER PREP	40783	AMEREN ILLINOIS	4163	MARCH 2026 - AMEREN	486.33
1026	DISASTER PREP Total					862.08
1027	POLICE	40300	UTILITRA	981	1ST ST & FERGUSON ST CAMERAS	4,407.29
1027	POLICE	40541	EDWARD DRACH	5949	MAY CLEANING SERVICE	144.00
1027	POLICE	40594	CLEARY'S SHOES & BOOTS	2749	INSOLES	48.45
1027	POLICE	40719	BILL & JOES TOWING	6234	TIRES 2017 FORD EXPLORER	281.62
1027	POLICE	40719	PRO AUTOMOTIVE SERVICES	1002	176 OIL CHANGE	116.96
1027	POLICE	40783	AMEREN ILLINOIS	4163	MARCH 2026 - AMEREN	66.25
1027	POLICE	40786	AT&T MOBILITY	5990	MAY 2026 - FIRSTNET CELL	6,076.90
1027	POLICE	40792	OATES ASSOCIATES, INC	5204	YEARLY BRIDGE INSPECTION	1,000.00
1027	POLICE	40521	WEX BANK	4709	JUNE 2026 GAS	4,234.75
1027	POLICE	40754	ROTTLER PEST CONTROL	6376	PEST CONTROL - PD	80.00
1027	POLICE	40754	EDWARD DRACH	5949	MAY CLEANING SERVICE	1,345.00
1027	POLICE	40754	THE WINDOW MAN, INC	5515	WINDOW CLEANING - PD	300.00

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1027	POLICE	40754	GRP WEGMAN COMPANY	100	PREVENTATIVE MAINTENANCE	1,152.00
1027	POLICE	40499	TRANS UNION LLC	5854	CREDIT CHECK	20.74
1027	POLICE	40796	UTILITRA	981	MONTHLY BILL - JUNE	4,682.90
1027	POLICE	40527	RAY O'HERRON COMPANY	946	POLICE SHIELDS (2)	1,500.00
1027	POLICE Total					25,456.86
1028	FIRE	40541	IMPERIAL BAG & PAPER CO LLC	2950	CLEANING SUPPLIES	263.98
1028	FIRE	40541	FELD FIRE	5856	CLEANING SOLUTION	86.50
1028	FIRE	40551	AIRGAS USA, LLC	6246	OXYGEN	74.60
1028	FIRE	40594	LEON UNIFORM COMPANY	778	UNIFORMS	390.50
1028	FIRE	40719	D&D TIRE SERVICE LLC	5420	REPAIR FLAT ON 4297	170.00
1028	FIRE	40719	ROB'S DISCOUNT MUFFLERS	2214	EXHAUST SYSTEM ON 4214	100.00
1028	FIRE	40719	GLOBAL TEST SUPPLY	6543	LEL SENSOR - ENV MONITOR	82.09
1028	FIRE	40719	RED'S GARAGE DOORS	6208	GARAGE DOOR REMOTE	45.00
1028	FIRE	40719	WEBER FORD	6001	BATTERY TROUBLESHOOTING	30.00
1028	FIRE	40783	AMEREN ILLINOIS	4163	MARCH 2026 - AMEREN	464.78
1028	FIRE	40786	AT&T MOBILITY	5990	MAY 2026 - FIRSTNET CELL	83.42
1028	FIRE	40792	CONSOLIDATED FLEET SERVICES	4741	GROUND LADDER/AERIAL TESTING	2,103.45
1028	FIRE	40792	SHRED-IT USA	5583	SHREDDING - FD	86.25
1028	FIRE	40521	WEX BANK	4709	JUNE 2026 GAS	1,495.23
1028	FIRE	40753	DATA TRONICS INCORPORATED	443	911 PROJECT	271.25
1028	FIRE	40753	DATA TRONICS INCORPORATED	443	RADIO PROJECT	3,179.75
1028	FIRE	40753	AT&T MOBILITY	5990	MAY 2026 - FIRSTNET IPAD	217.44
1028	FIRE	40796	UTILITRA	981	MONTHLY BILL - JUNE	988.04
1028	FIRE	40515	FELD FIRE	5856	FENESTRA MACHINE INSERT VALVE	140.08
1028	FIRE	40929	SENTINEL EMERGENCY SOLUTIONS	1518	PHASE 2 WORK - 4212	77,728.22
1028	FIRE Total					88,000.58
1040	POLICE COMMUNICATIONS	40594	CLEARY'S SHOES & BOOTS	2749	BOOTS	137.99
1040	POLICE COMMUNICATIONS	40594	RAY O'HERRON COMPANY	946	UNIFORMS	158.55
1040	POLICE COMMUNICATIONS	40594	RAY O'HERRON COMPANY	946	POLICE BADGE	202.70
1040	POLICE COMMUNICATIONS	40594	DAWN DEVENING	6464	PATCHES FOR UNIFORM	24.00
1040	POLICE COMMUNICATIONS	40783	CONSTELLATION NEWENERGY - GAS	5995	MARCH 2026 - CONSTELLATION	77.87
1040	POLICE COMMUNICATIONS	40753	DATA TRONICS INCORPORATED	443	RADIO INSTALLS	7,642.75
1040	POLICE COMMUNICATIONS Total					8,243.86
2100	MFT	40554	KIENSTRA - ILLINOIS	4140	FLOW FILL - FERGUSON	1,426.00
2100	MFT	40554	KIENSTRA - ILLINOIS	4140	FLOW FILL - CONLEY	3,320.00

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2100	MFT	40554	KIENSTRA - ILLINOIS	4140	FLOW FILL - WHITELAW	1,660.00
2100	MFT	40554	KIENSTRA - ILLINOIS	4140	FLOWABLE FILL	504.00
2100	MFT Total					6,910.00
2300	INSURANCE	40821	ANEW PERSPECTIVE, INC.	6470	COUNSELING SERVICES	62.50
2300	INSURANCE	40821	JOSHUA TIMMINS	4249	TIER 2 COPAY REIMBURSEMENT	194.58
2300	INSURANCE	40845	IPBC	6058	JUNE - MONTHLY INSURANCE	159,435.02
2300	INSURANCE	40845	IPBC	6058	TERMINAL RESERVE FUND ADJ	(8,333.00)
2300	INSURANCE	40846	IPBC	6058	JUNE - MONTHLY INSURANCE	5,969.28
2300	INSURANCE	40850	IPBC	6058	JUNE - MONTHLY INSURANCE	491.78
2300	INSURANCE	40844	IPBC	6058	JUNE - MONTHLY INSURANCE	745.07
2300	INSURANCE	40842	WALTCO TOOLS, INC	119	SAFETY AWARDS	350.00
2300	INSURANCE	40842	BILL & JOES TOWING	6234	SAFETY AWARDS	175.00
2300	INSURANCE	40842	CAFE LANAE AND BAKERY	6506	SAFETY AWARDS	25.00
2300	INSURANCE	40842	GOGO-MAY'S 6TH STREET DINER	6541	SAFETY AWARDS	25.00
2300	INSURANCE	40842	ROASTERZ LLC	6540	SAFETY AWARDS	250.00
2300	INSURANCE	40842	RIVER NAILS & SPA	6539	SAFETY AWARDS	175.00
2300	INSURANCE	40842	MEAN STREET TATTOO	6538	SAFETY AWARDS	175.00
2300	INSURANCE	40840	IPBC	6058	JUNE - MONTHLY INSURANCE	66.60
2300	INSURANCE Total					159,806.83
2500	LIBRARY	40783	CONSTELLATION NEWENERGY - GAS	5995	MARCH 2026 - CONSTELLATION	208.69
2500	LIBRARY	40783	AMEREN ILLINOIS	4163	MARCH 2026 - AMEREN	115.26
2500	LIBRARY	40783	CONSTELLATION NEW ENERGY, INC	5709	APRIL 2026 - CONSTELLATION	(26.67)
2500	LIBRARY Total					297.28
3000	PUBLIC SERVICES ADMIN	40719	BICKLE ELECTRIC	5905	REPLACE BOARD	141.40
3000	PUBLIC SERVICES ADMIN	40719	BICKLE ELECTRIC	5905	HVAC MAINTENANCE	1,332.39
3000	PUBLIC SERVICES ADMIN	40521	WEX BANK	4709	JUNE 2026 GAS	193.27
3000	PUBLIC SERVICES ADMIN	40796	UTILITRA	981	MONTHLY BILL - JUNE	284.51
3000	PUBLIC SERVICES ADMIN	40725	SHEPPARD MORGAN & SCHWAAB	1099	LIDR EXHIBIT FOR STICKELS PROP	878.00
3000	PUBLIC SERVICES ADMIN	40725	SHEPPARD MORGAN & SCHWAAB	1099	PLAT/SURVEY CITY & LEVEE DIST	2,701.50
3000	PUBLIC SERVICES ADMIN	40751	WELLS FARGO VENDOR FIN SERV	5632	COPIER LEASE	97.25
3000	PUBLIC SERVICES ADMIN Total					5,628.32
3031	WATER DISTRIBUTION	40783	CONSTELLATION NEWENERGY - GAS	5995	MARCH 2026 - CONSTELLATION	64.61
3031	WATER DISTRIBUTION	40783	AMEREN ILLINOIS	4163	MARCH 2026 - AMEREN	423.39
3031	WATER DISTRIBUTION	40799	NEVLIN PLUMBING & ELECTRIC INC	6536	PLUMBING	455.00
3031	WATER DISTRIBUTION	40498	HSHS MEDICAL GROUP	6514	VACCINES	153.00

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3031	WATER DISTRIBUTION	40521	WEX BANK	4709	JUNE 2026 GAS	1,161.28
3031	WATER DISTRIBUTION	40796	UTILITRA	981	MONTHLY BILL - JUNE	70.88
3031	WATER DISTRIBUTION	40916	SHEPPARD MORGAN & SCHWAAB	1099	E'VILLE RD. WATER LINE PLANS	22,869.10
3031	WATER DISTRIBUTION	40619	ILLINOIS ENVIRONMENTAL PROTECT	3975	APPLICATION CERTIFICATION	30.00
3031	WATER DISTRIBUTION	40742	ROYAL PRINTING	6301	CCR WATER RPTS	1,400.00
3031	WATER DISTRIBUTION	40779	TEKLAB INCORPORATED	3506	WATER ANALYSIS	482.75
3031	WATER DISTRIBUTION Total					27,110.01
3032	WATER PLANT	40529	HYDRO KINETICS	4122	SCADA CONNECTION	1,726.42
3032	WATER PLANT	40531	TITAN INDUSTRIAL CHEMICALS LLC	4557	FILTERS	274.00
3032	WATER PLANT	40719	GRP WEGMAN COMPANY	100	FIX WATER PLANT COMPRESSOR	8,370.84
3032	WATER PLANT	40719	HYDRO KINETICS	4122	ON SITE SCADA SUPPORT	1,050.00
3032	WATER PLANT	40783	CONSTELLATION NEWENERGY - GAS	5995	MARCH 2026 - CONSTELLATION	245.96
3032	WATER PLANT	40783	AMEREN ILLINOIS	4163	MARCH 2026 - AMEREN	2,855.15
3032	WATER PLANT	40792	ILLINOIS OFFICE OF THE STATE	5423	INSPECTION CERTIFICATE	280.00
3032	WATER PLANT	40796	UTILITRA	981	MONTHLY BILL - JUNE	70.88
3032	WATER PLANT	40798	MISSISSIPPI LIME COMPANY	873	QUICKLIME DELIVERY	1,341.48
3032	WATER PLANT	40555	WATER SOLUTIONS UNLIMITED	99	CHLORINE	2,845.36
3032	WATER PLANT Total					19,060.09
4041	SEWER COLLECTIONS	40531	CR SYSTEMS	348	GLOVES	199.90
4041	SEWER COLLECTIONS	40531	SCHULTE SUPPLY INCORPORATED	1084	COUPLINGS	469.99
4041	SEWER COLLECTIONS	40531	TITAN INDUSTRIAL CHEMICALS LLC	4557	DEGREASER	1,331.16
4041	SEWER COLLECTIONS	40719	N GENERAL AUTO ELECTRIC	905	HUSTLER MOWER REPAIR	621.32
4041	SEWER COLLECTIONS	40783	CONSTELLATION NEWENERGY - GAS	5995	MARCH 2026 - CONSTELLATION	225.67
4041	SEWER COLLECTIONS	40783	AMEREN ILLINOIS	4163	MARCH 2026 - AMEREN	2,966.19
4041	SEWER COLLECTIONS	40521	WEX BANK	4709	JUNE 2026 GAS	630.42
4041	SEWER COLLECTIONS	40916	VISU-SEWER OF MISSOURI, LLC	5661	FERGUSON AVE PIPE LINING	25,987.50
4041	SEWER COLLECTIONS Total					32,432.15
4042	SEWER PLANT	40783	CONSTELLATION NEWENERGY - GAS	5995	MARCH 2026 - CONSTELLATION	115.52
4042	SEWER PLANT	40783	AMEREN ILLINOIS	4163	MARCH 2026 - AMEREN	4,512.73
4042	SEWER PLANT	40783	CONSTELLATION NEW ENERGY, INC	5709	MARCH 2026 - CONSTELLATION	8,772.34
4042	SEWER PLANT	40783	CONSTELLATION NEW ENERGY, INC	5709	APRIL 2026 - CONSTELLATION	8,728.73
4042	SEWER PLANT	40792	ILLINOIS ENVIRONMENTAL PROTECT	3975	ANNUAL NPDES FEE	38,500.00
4042	SEWER PLANT	40939	KORTE & LUTJIOHAN CONTRACTORS	5240	WWTP GRIT BLDNG WATER LINE	5,470.96
4042	SEWER PLANT	40754	VEOLIA WATER NORTH AMERICA	1004	RCRA PERMITS, TANKER DISCHARGE	9,753.68
4042	SEWER PLANT	40754	VEOLIA WATER NORTH AMERICA	1004	PRETREATMENT SAMPLING/TESTING	3,699.37

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4042	SEWER PLANT Total					79,553.33
4949	REFUSE	40791	REPUBLIC SERVICES #350	5406	JUNE 2026 - CITY PICK-UP	73,760.63
4949	REFUSE	40778	REPUBLIC SERVICES #350	5406	JUNE 2026 - COMPOST	549.56
4949	REFUSE	40778	REPUBLIC SERVICES #350	5406	COMPOST JOHNNY 400 SMITH CT	100.48
4949	REFUSE Total					74,410.67
5051	GOLF MAINTENANCE	40792	CLOVERLEAF	4731	JULY 2026 MAINTENANCE	38,070.84
5051	GOLF MAINTENANCE	40792	ON SITE COMPANIES, INC	6237	PORTA POTTY GOLF COURSE	204.92
5051	GOLF MAINTENANCE	40792	NATION & FLETCHER INC.	6124	LIFT INSPECTION	260.00
5051	GOLF MAINTENANCE Total					38,535.76
5052	GOLF CLUBHOUSE	40519	WILLIAMS OFFICE PRODUCTS	130	RECEIPT PAPER	199.90
5052	GOLF CLUBHOUSE	40579	ACUSHNET CO	5430	GOLF BALLS	348.00
5052	GOLF CLUBHOUSE	40579	ANGEL BUCK CORPORATION	6211	BUG SPRAY RESALE	72.00
5052	GOLF CLUBHOUSE	40594	SCHWARTZKOPF PRINTING INC	1087	SHIRTS - CART KIDS UNIFORM	277.50
5052	GOLF CLUBHOUSE	40752	CLEAN UNIFORM COMPANY	6204	TOWEL CLEANING	243.80
5052	GOLF CLUBHOUSE	40752	TIGER HOSTING	6056	INTERNET SERVICE	69.00
5052	GOLF CLUBHOUSE	40752	VALUTEC	6532	KEYPAD - GIFT CARDS	451.77
5052	GOLF CLUBHOUSE	40783	AMEREN ILLINOIS	4163	MARCH 2026 - AMEREN	1,632.57
5052	GOLF CLUBHOUSE	40783	CONSTELLATION NEW ENERGY, INC	5709	APR-MAY 26 - CONSTELLATION	239.03
5052	GOLF CLUBHOUSE	40792	ROTTLER PEST CONTROL	6376	PEST CONTROL - CLUB HOUSE	70.00
5052	GOLF CLUBHOUSE	40521	MEDFORD OIL COMPANY	5713	CART FUEL	2,047.04
5052	GOLF CLUBHOUSE	40758	TNT GOLF CAR & MOTORSPORTS	5794	GOLF CART REPAIRS	6,698.11
5052	GOLF CLUBHOUSE	40758	TNT GOLF CAR & MOTORSPORTS	5794	TIRES - GOLF CARTS	351.00
5052	GOLF CLUBHOUSE	40758	TNT GOLF CAR & MOTORSPORTS	5794	LABOR CREDIT	(142.50)
5052	GOLF CLUBHOUSE	40619	MADISON COUNTY HEALTH	2738	FOOD SERVICE PERMIT RENEWAL	375.00
5052	GOLF CLUBHOUSE Total					12,932.22
5053	GOLF CONCESSIONS	40574	DONNEWALD DISTRIBUTING CO.	5487	ALCOHOL	4,097.40
5053	GOLF CONCESSIONS	40574	ROBERT CHICK FRITZ	5496	ALCOHOL	449.25
5053	GOLF CONCESSIONS	40572	CR SYSTEMS	348	GOLF COURSE SUPPLIES	352.40
5053	GOLF CONCESSIONS	40571	REIS SERVICES INC.	4255	FOOD	1,478.00
5053	GOLF CONCESSIONS	40571	PEPSI - COLA	5236	SODA	851.95
5053	GOLF CONCESSIONS	40571	RPKG HOLDINGS, LLC	5837	BEEF STICKS	432.00
5053	GOLF CONCESSIONS Total					7,661.00
6100	WESTSIDE BD	40888	JOSEPH PATTAN	5071	JULY '26 SALES TAX REBATE	1,858.09
6100	WESTSIDE BD Total					1,858.09
8100	TIF #3	40939	JAME PROPERTIES LLC	6535	TIF PAYMENT #1	80,000.00

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 INVOICES DUE ON/BEFORE: 08/06/2026

DEPT CODE	DEPT	ACCT #	VENDOR	VENDOR #	DESCRIPTION	TOTAL AMOUNT DUE
8100	TIF #3	40924	HEATERZ DEVELOPMENT COMPANY	6544	TIF PAYMENT #1	30,000.00
8100	TIF #3 Total					110,000.00
8700	CID	40574	RIVERBENDER.COM	4289	DESKTOP WALLPAPER IL 250	325.00
8700	CID	40574	RIVERBEND BOUNCE	4248	EVENT RENTAL - IL 250	2,520.00
8700	CID	40574	RIVERBANK MARKETING	6198	IL 250 MARKETING	300.00
8700	CID	40574	Z ICE SHACK	6534	BUBBLE PARTY - IL 250	1,400.00
8700	CID	40574	ELITE EVENT SERVICES	6542	EVENT RENTAL - IL 250	3,625.00
8700	CID	40574	ROYAL PRINTING	6301	IL 250 FLYERS	980.00
8700	CID	40574	WARNING LITES OF SOUTHERN IL	5291	IL 250 SAFETY MATERIALS	559.10
8700	CID	40851	MADISON COUNTY RECORDER	2579	LIEN	50.00
8700	CID	40919	MADISON COUNTY TREASURER	4069	101 E FERGUSON RE TAX	752.64
8700	CID	40919	MADISON COUNTY TREASURER	4069	118 E FERGUSON RE TAX	1,120.88
8700	CID Total					11,632.62
8900	NHR SALES TAX	40916	MOD COMM, LLC	6530	FIRE STATION AUDIO SYSTEM	7,763.00
8900	NHR SALES TAX	40916	KAMADULSKI EXCAVATION	3680	JACKSON/VAUGHN WATER MAIN	182,139.30
8900	NHR SALES TAX	40904	GONZALEZ COMPANIES, LLC	3780	STATE ST SEWER SEP RPR SERVICE	637.50
8900	NHR SALES TAX	40903	GONZALEZ COMPANIES, LLC	3780	9TH ST. DETENTION ENG SERVICES	892.50
8900	NHR SALES TAX	40909	KAMADULSKI EXCAVATION	3680	SIDEWALK REPLACEMENTS	117,740.90
8900	NHR SALES TAX Total					309,173.20
9000	RECREATION CENTER	40749	BUDGET SIGNS TROPHIES & PLAQUE	333	INTEGRITY LANDSCAPES BANNER	240.00
9000	RECREATION CENTER	40783	CONSTELLATION NEW ENERGY, INC	5709	MAY 2026 - CONSTELLATION	2,701.90
9000	RECREATION CENTER	40792	ST. PETERS HARDWARE & RENTAL	5475	LIFT RENTAL REC CENTER	114.00
9000	RECREATION CENTER	40792	DA-COM DIGITAL OFFICE	3475	COPIER LEASE	143.27
9000	RECREATION CENTER	20313	KYLEN JENNA JOHNSON	6392	5/10/26-6/15/26 PAYROLL	150.00
9000	RECREATION CENTER	20313	STEPHEN ERSLOH	6477	5/10/26-6/15/26 PAYROLL	175.00
9000	RECREATION CENTER	40306	SCHWARTZKOPF PRINTING INC	1087	DAY CAMP SHIRTS	369.95
9000	RECREATION CENTER	20301	SCHWARTZKOPF PRINTING INC	1087	GYMNASTICS SHIRTS	916.80
9000	RECREATION CENTER	40796	UTILITRA	981	MONTHLY BILL - JUNE	679.92
9000	RECREATION CENTER Total					5,490.84
Grand Total						1,097,241.77

ORDINANCE NO.

ORDINANCE AMENDING CITY CODE, TITLE XV – LAND USAGE, CHAPTER 155 – ZONING CODE, ARTICLE 4 – REGULATIONS FOR SPECIFIC DISTRICTS, AMENDING SECTION 4-9.4 – RESTRICTIONS AND SECTION 4-9.6 – OFF STREET PARKING & LOADING SPACE REQUIREMENTS

WHEREAS, the City of Wood River, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, under Section 5/11-13 of Chapter 65 of the Illinois Compiled Statutes, the City has authority to regulate and restrict the use of land and to adopt and enforce zoning ordinances necessary to carry out such regulations; and

WHEREAS, the City has determined that the current City Zoning Code was adopted through ordinance No. 96-14;

WHEREAS, City has determined the current City Zoning Code was significantly amended through Ordinance No. 20-04, as well as other amendments from time to time; and

WHEREAS, City has determined there is a need, from time to time, to amend the City Zoning Code to reflect changes in City priorities and objectives; and

WHEREAS, City Plan Commission, after public hearing had and conducted in accordance with the City Zoning Code, has recommended to the City Council that the City Zoning Code be amended, as hereinafter provided; and

WHEREAS, City has determined the amendments proposed herein have been discussed and thoroughly vetted by City Staff, the City Plan Commission and City Council for purposes of ensuring the amendments reflect the current priorities and objectives of the City; and

WHEREAS, City has determined it would be in the best interests of public health, safety, general welfare, and economic welfare to amend the City Code as stated herein; and

WHEREAS, City authorizes and directs the Mayor and/or City Manager to execute any documents necessary to amend the City Code as stated herein.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Wood River, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River, Illinois.

Section 2. City Code shall be amended as follows (with new language in red and deletions struck through):

ARTICLE 4 – REGULATIONS FOR SPECIFIC DISTRICTS

4-9.4 RESTRICTIONS

The uses listed above and those special uses that have received a permit will be allowed to locate in the BD district provided that the following restrictions are complied with:

- A) Signs: Signs located in the Downtown Business District shall conform to regulations given in Article 5.
- B) Upstairs Dwelling Units: Upstairs Dwelling Units may be allowed, provided they comply with all applicable sections of these Zoning Ordinance Regulations and all Local, State, and Federal codes and regulations. The owner of said Upstairs Dwelling Unit must receive a SPECIAL USE PERMIT pursuant to Article 12, Section 12-8, as authorized by the Planning and Zoning Administrator as well as the Zoning Board of Appeals.
- (C) The maximum amount of cannabis dispensaries allowed within the Downtown Business District is one (1) provided, however, that a cannabis dispensary is not already operating in Wood River Business Park.
- (D) Commissary Kitchens shall be permitted only when clearly incidental to a permitted restaurant or food service establishment operating on-site and open to the public. No use or combination of uses shall be established or operated in a manner that results in a Mobile Food Vendor functioning as the Principal Use of the property. The Zoning Administrator may determine that a use is in violation of this Section where the totality of circumstances indicates that the primary business activity on the lot is mobile food sales.

4-9.6 OFF-STREET PARKING & LOADING SPACE REQUIREMENTS

4-9.6(A) Location:

- A) Parking spaces accessory to any dwellings located in any Business district shall either be located on the same lot as the dwelling or on another parcel within two-hundred feet of the residential premises. Parking lots accessory to any commercial uses located in any Business district shall be located within five-hundred feet of the use serviced; provided that no portion of any such parking lot shall extend into any residential district.
- B) In any Business district, off-street parking facilities for different buildings or uses may be provided collectively. The total number of spaces located together must equal or exceed the total sum of the spaces required for each individual use. All regulations governing the location of parking spaces in relation to the uses served must be observed.
- C) Commercial uses in this district are exempt from the parking requirements of this ordinance if they are located within three-hundred feet of a municipal parking lot.\

D) No commercial vehicle exceeding five-ton cargo capacity shall be parked, stored, or staged anywhere in this district except for normal loading, unloading, and service calls upon businesses.

E) Parking or storing any commercial vehicle, trailer, or equipment on any private or public lot, public street, alley, or public right-of-way for more than 24 consecutive hours is prohibited unless given permission by the City Manager and/ or his or her designee.

F) Parking or storing any trailer on any private or public lots, public streets, or public property unless actively attached to a vehicle and in immediate use is prohibited, unless given permission by the City Manager and/ or his or her designee.

G) Storing or stockpiling construction materials, vehicle parts, machinery, or equipment outdoors on any lot is prohibited, unless permission from the City Manager and/ or his or her designee has been given.

H) Using commercial vehicles or trailers as stationary storage units is prohibited.

Section 3. Severability. If any part of this ordinance is found invalid, such finding shall not affect the validity of the remaining portions.

Section 4. Any Ordinances or City Code provisions that conflict with the changes stated herein are hereby repealed and replaced by this Ordinance.

Section 5. That this Ordinance shall be known as Ordinance No: _____ and shall be effective upon adoption with implementation date of July 6, 2026.

This Ordinance adopted by the City Council of the City of Wood River, Illinois and deposited and filed in the office of the City Clerk on the 6th day of July 2026, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NAYS:

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

Danielle Sneed
City Clerk
City of Wood River
Madison County, Illinois

/

MINUTES
PLAN COMMISSION
June 18, 2026

The Wood River Plan Commission meeting was called to order by Pro Tem Smith at 7:00 p.m. on Thursday, June 18, 2026, in the Council Chambers at City Hall with the Pledge of Allegiance.

Members Present: Cox, Erslon, Maul, Shaner, John Smith, Stone (6)
Members Absent: Flack, Kelly, Ryan Smith, Daniels (4)

Cox moved to approve the minutes of the regular meeting held on May 21, 2026, seconded by Erslon, and unanimously approved.

Pro Tem Smith explained the procedures for a public hearing and that all testimonies must be given under oath. The City Council will formally consider this request at a future Council Hearing.

PC 26-09 The City of Wood River, 111 North Wood River Ave, Wood River, IL 62095, is requesting to amend the City's current Zoning Ordinance 96-14. (Reference Ordinance 96-14 Section 13-7)

Case PC 26-09 was read into the record and Chairman Daniels asked if anyone was present to give testimony.

Building and Zoning Administrator Brad Wells, 550 Madison Ave., Wood River, IL 62095, was present, on behalf of the applicant, and sworn in.

Building and Zoning Administrator Brad Wells stated the amendment related to the downtown business district simply entails cleaning up some language. He apologized for not catching this before going to the Plan Commission last month.

Pro Tem Smith asked if this change is applied only to the Downtown Business District.

Building and Zoning Administrator Brad Wells stated yes.

Pro Tem Smith asked if there was anyone present to give testimony in favor or against this case

There being no further testimony, the public hearing was recessed and upon conclusion of the discussion amongst the Commission the following motion was made:

Cox moved to forward a favorable recommendation to the City Council to approve case PC 26-09 as requested, seconded by Stone and approved by the following vote:

AYES: Cox, Erslon, Maul, Shaner, John Smith, Stone (6)
NAYS: None (0)

Findings of Fact in Favor: The favorable recommendation will be in harmony with the City's Zoning Ordinance by bringing Zoning Ordinance 96-14 up to date.

Old Business:

PC 26-08 OG Holdings LLC, 601 S Lindbergh Blvd., Frontenac, Mo 63131, is requesting a General Amendment to rezone a parcel at Parcel ID# 19-1-08-24-00-000-003.002,(currently zoned R-1 Single Family) to B-3 Highway Business. (Reference Ordinance 96-14 Section 13-7)

Case PC 26-08 was read into the record and Pro Tem Smith asked if anyone was present to give testimony.

Building and Zoning Administrator Brad Wells, 550 Madison Ave., Wood River, IL 62095, was present, on behalf of the applicant, and sworn in.

Building and Zoning Administrator Brad Wells explained that this property is north of Vaughn Cemetery and was owned by the Hertenstein Family. The family has put the property on the market. He is not sure how the zoning classification slipped through the cracks in the past, but this property was originally zoned R-1 Single Family. All properties in that area are zoned commercial or agricultural. The property immediately south of this parcel has been rezoned multiple times in the last few years. It was originally zoned B-3 Highway Business, then was sold and was rezoned to Agricultural, and most recently sold again and rezoned back to B-3 Highway Business.

Cox asked if it the property is south of Audubon Acres.

Building and Zoning Administrator Brad Wells stated yes, this is immediately south of the church and north of the cemetery. The property is close to eight acres. About 3 acres are flat land and the remaining is part of a large ravine.

Pro Tem Smith asked if there are immediate plans in place for the property.

Building and Zoning Administrator Brad Wells stated there are preliminary plans, but nothing has been officially proposed yet. The owners have been discussing the purchase of the Stickles family property. The sale would include 47 of the original 57 acres that had been rezoned from Agricultural to B-3 Highway Business. Mr. Stickles had that 57 acres rezoned to give his property and lake a buffer. He plans to subdivide the property, retaining 10 acres as a buffer and selling the remaining 47 acres. The developer is considering plans that would complement the movie studio.

Pro Tem Smith asked if Building and Zoning Administrator Brad Wells is referring to the wooded area that surrounds the cemetery.

Building and Zoning Administrator Brad Wells stated yes.

Cox asked if the property would remain wooded.

Building and Zoning Administrator Brad Wells stated that is unknown at the present time. If the property does not remain wooded, whatever is constructed will be complimented with the wooded areas.

Cox asked how he could ensure that it will be complimentary to the wooded area.

Building and Zoning Administrator Brad Wells stated he had been given ideas for future development plans but was not at liberty to discuss any plans yet.

Cox asked once the property has been rezoned, will the owners be able to do whatever they want with it.

Building and Zoning Administrator Brad Wells stated it is already zoned B-3 Highway Business the owners could remove all the trees if they chose to do so.

Pro Tem Smith asked if there was anyone present to give testimony in favor or against this case

There being no further testimony, the public hearing was recessed and upon conclusion of the discussion amongst the Commission the following motion was made:

Stone moved to forward a favorable recommendation to the City Council to approve case PC 26-08 as requested, seconded by Cox and approved by the following vote:

AYES: Cox, Erslon, Maul, Shaner, John Smith, Stone (6)

NAYS: None (0)

Findings of Fact in Favor: The property in question is suitable for the proposed zoning based on the following: sits on the frontage road to Highway 111.

New Business: None

The Plan Commission meeting adjourned at 7:14 p.m.

Respectfully,
Emily Hansard
Commission Secretary

ORDINANCE NO.

ORDINANCE AMENDING ZONING CLASSIFICATION FROM R-1 SINGLE FAMILY TO B-3 BUSINESS HIGHWAY DISTRICT FOR PARCEL NO. 19-1-08-24-00-000-003.002

WHEREAS, the City of Wood River, Madison County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, OG Holdings, LLC, owner of Parcel No. 19-1-08-24-00-000-003.002 (hereinafter "Property"), requests the Property be rezoned from "R-1" Single Family to "B-3" Business Highway (See Application attached hereto as **Exhibit A**); and

WHEREAS, rezoning the Property to "B-3" Business Highway will assist with the potential development of the Property; and

WHEREAS, Wood River Plan Commission (Plan Commission) met on June 18, 2026, to review the application for the rezoning of the Property; and

WHEREAS, the Plan Commission has recommended to the City Council that it approves the Property being rezoned from "R-1" Single Family to "B-3" Business Highway (See PC Report attached hereto as **Exhibit B**); and

WHEREAS, the City Council believes it to be in the best interests of public health, safety, general welfare, and economic welfare to rezone the Property from "R-1" Single Family to "B-3" Business Highway; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize the Mayor and/or City Manager to execute whatever documents necessary to approve the rezoning of the Property from "R-1" Single Family to "B-3" Business Highway (see **Exhibit A**).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD RIVER AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River, Illinois.

Section 2. City Council approves the Property being rezoned from R-1 Single Family to B-3 Business Highway (See **Exhibit A**).

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the City of Wood River, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the 6th day of July 2026, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:
NOES:

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

Danielle Sneed
City Clerk
City of Wood River
Madison County, Illinois

MINUTES
PLAN COMMISSION
June 18, 2026

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Members Absent: Flack, Kelly, Ryan Smith, Daniels (4)

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Building and Zoning Administrator Brad Wells stated the amendment related to the downtown business district simply entails cleaning up some language. He apologized for not catching this before going to the Plan Commission last month.

Pro Tem Smith asked if this change is applied only to the Downtown Business District.

Building and Zoning Administrator Brad Wells stated yes.

Pro Tem Smith asked if there was anyone present to give testimony in favor or against this case

There being no further testimony, the public hearing was recessed and upon conclusion of the discussion amongst the Commission the following motion was made:

Cox moved to forward a favorable recommendation to the City Council to approve case PC 26-09 as requested, seconded by Stone and approved by the following vote:

AYES: Cox, Erslon, Maul, Shaner, John Smith, Stone (6)
NAYS: None (0)

Findings of Fact in Favor: The favorable recommendation will be in harmony with the City's Zoning Ordinance by bringing Zoning Ordinance 96-14 up to date.

Old Business:

PC 26-08 OG Holdings LLC, 601 S Lindbergh Blvd., Frontenac, Mo 63131, is requesting a General Amendment to rezone a parcel at Parcel ID# 19-1-08-24-00-000-003.002, (currently zoned R-1 Single Family) to B-3 Highway Business. (Reference Ordinance 96-14 Section 13-7)

Case PC 26-08 was read into the record and Pro Tem Smith asked if anyone was present to give testimony.

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Building and Zoning Administrator Brad Wells explained that this property is north of Vaughn Cemetery and was owned by the Hertenstein Family. The family has put the property on the market. He is not sure how the zoning classification slipped through the cracks in the past, but this property was originally zoned R-1 Single Family. All properties in that area are zoned commercial or agricultural. The property immediately south of this parcel has been rezoned multiple times in the last few years. It was originally zoned B-3 Highway Business, then was sold and was rezoned to Agricultural, and most recently sold again and rezoned back to B-3 Highway Business.

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Pro Tem Smith asked if there was anyone present to give testimony in favor or against this case

There being no further testimony, the public hearing was recessed and upon conclusion of the discussion amongst the Commission the following motion was made:

Stone moved to forward a favorable recommendation to the City Council to approve case PC 26-08 as requested, seconded by Cox and approved by the following vote:

AYES: Cox, Erslon, Maul, Shaner, John Smith, Stone (6)

NAYS: None (0)

Findings of Fact in Favor: The property in question is suitable for the proposed zoning based on the following: sits on the frontage road to Highway 111.

New Business: None

The Plan Commission meeting adjourned at 7:14 p.m.

Respectfully,
Emily Hansard
Commission Secretary

ORDINANCE NO. ____

ORDINANCE APPROVING AND AUTHORIZING A REDEVELOPMENT AGREEMENT FOR A PROJECT IN THE TIF NUMBER THREE PROJECT AREA WITH AMANDA CLARK AND OTHER ACTIONS RELATED THERETO

WHEREAS, the City of Wood River, Madison County, Illinois ("City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, in furtherance of development of the TIF District #3 project area Amanda Clark ("Developer"), has presented to City a proposal for a redevelopment project in part of the TIF District #3 project area, specifically:

Address: 16 E. Ferguson Street, Wood River, Illinois 62095.

("Property") (*see* Development Agreement attached hereto as **Exhibit A**); and

WHEREAS, City has determined the Property is within the corporate boundaries of City and eligible for TIF incentives from City's TIF #3; and

WHEREAS, Developer's Project will require Developer to incur certain costs that will be eligible for reimbursement from the TIF District #3 project area; and

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs from the TIF District #3 project area, the Project is not financially feasible and the Project will not move forward; and

WHEREAS, Developer has agreed to complete the Project in accordance with the Redevelopment Agreement and all terms and conditions stated therein (*See Exhibit A*); and

WHEREAS, City agrees to reimburse Developer for certain costs incurred in implementing the Developer's Project, including:

a. Total Estimated Costs: \$390,497.00

b. City agrees to reimburse the Developer up to the maximum sum of \$43,000, or 50% of the Purchase Price and the maximum sum of \$91, 349.10 or 30% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.

c. The \$43,000, or 50% of the Purchase Price and the maximum sum of \$91, 349.10 or 30% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid (all payments are estimated based on TIF eligible costs) in three (3) installments

pursuant to the conditions below, upon completion of the Project, passing all City inspections (if any), and according to terms and conditions stated herein.

- 1) Installment 1 - \$43,000.00 paid upon the completion of the following and inspection by City:
 - Power wash flooring at the Ferguson Avenue entrance
 - Replace tiles beneath the glass at the Ferguson Avenue entrance
 - Replace storefront glass at the Ferguson Avenue entrance
 - Paint the ceiling at the Ferguson Avenue entrance
 - Update the rear awning at the Madison Entrance
 - Install/replace the exterior light at the Madison Avenue entrance
- 2) Installment 2 - \$45,000.00 – paid upon completion of the Project and passing of all City Inspections (if any);
- 3) Installment 3 - \$46,349.10 paid twelve (12) months after the issue of Installment 2.

Total: \$134,349.10

d. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIF Act.

(See **Exhibit A**)

WHEREAS, City desires to authorize the execution of a Development Agreement by and between City and Developer in substantially the form attached hereto as **Exhibit A**, to carry out the Project; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize the Mayor and/or City Manager to execute the Development Agreement, and any other required documents associated with the Development Agreement, between City and Developer (*see Exhibit A*).

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Wood River, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River.

Section 2. The Development Agreement by and between the City and Developer, attached hereto as **Exhibit A**, is approved.

Section 3. The Mayor and/or City Manager is authorized and directed to execute the Development Agreement with the Developer. (**Exhibit A**).

Section 4. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

Passed by the City Council of the City of Wood River, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the _____ of _____, 2026, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES: _____
NOES: _____

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

Danielle Sneed
City Clerk
City of Wood River
Madison County, Illinois

**DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF ACT,
BETWEEN AMANDA CLARK AND CITY OF WOOD RIVER, FOR
16 E. FERGUSON STREET, WOOD RIVER, ILLINOIS**

This Development Agreement ("Agreement") is entered into by and between the City of Wood River, an Illinois Municipal Corporation ("City") and Amanda Clark ("Developer"). City and Developer may hereinafter be referred to as "Parties," or individually as "Party." This Agreement will become effective when signed by both Parties, and when approved by the corporate authorities of the City (the "Effective Date") via Ordinance:

PREAMBLE

WHEREAS, City is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

WHEREAS, City is authorized to provide certain incentives for economic development under 65 ILCS 5/11-74.4-1, *et seq.*, "The Tax Increment Allocation Redevelopment Act," as amended ("TIF Act" or "Act"); and

WHEREAS, Developer owns:

Address: 16 E. Ferguson Street, Wood River, Illinois 62095

(hereinafter "Property"); and

WHEREAS, Developer has submitted a "City of Wood River TIF Improvement Program Application" (*See Exhibit A*); and

WHEREAS, City wishes to encourage Developer to purchase and develop the Property and assist Developer with TIF Act costs, if eligible under the TIF Act (as estimated and provided by Developer):

Purchase of Existing Facility - \$86,000.00

Renovation - \$304,497.00

Total Requested: \$390,497.00

(*See Exhibit A*); and

WHEREAS, Developer estimates the total costs to purchase and develop the Property will be \$390,497.00, and requests \$134, 349.10 in TIF incentives (*See Exhibit A*; hereinafter "Project"); and

WHEREAS, the Property is located within the corporate boundaries of City, and within the City's TIF #3 District ("TIF #3"); and

WHEREAS, because the Property is located within City's TIF #3, the Project is eligible for reimbursement of certain expenditures related to the development of the Property pursuant to the Illinois TIF Act; and

WHEREAS, the Project at the Property will likely enhance property values, facilitate City's TIF #3 growth, improve exterior aesthetics, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents; and

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs, the Project is not financially feasible, and the Project will not move forward; and

WHEREAS, the Parties agree that all Project costs are estimates, all possible reimbursements for Project costs from City are estimates, and any actual reimbursements will be governed by the TIF Act and this Agreement between the Parties; and

WHEREAS, City has determined that Developer's Project is consistent with the objectives of the TIF Redevelopment Plan adopted for the TIF #3; and

NOW, THEREFORE, in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties agree that all the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

Section 2. Obligation of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially completed within twenty-four (24) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both Parties. Specifically, Developer agrees as follows:

1. Developer will obtain all building and zoning permits, if any, in association with the Project.
2. The Developer covenants and agrees to pay prevailing wages pursuant to the *Illinois Prevailing Wage Act* (820 ILCS 30/1 *et seq.*) to the extent as may be required by law.
3. For purposes of this Agreement, Redevelopment Project Costs shall mean and include all costs and expenses as defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act.

Section 3. Obligation of City.

City agrees to provide assistance to the Developer under this Agreement until the date of expiration of TIF #3 as it is currently established, or until the agreed maximum TIF reimbursement to Developer has been reached under the TIF Act, or until there are no additional TIF eligible expenses to reimburse under the TIF Act, whichever occurs first. If any of the dates stated in this Agreement regarding the beginning or end of TIF #3 are not stated correctly, the legal dates established and confirmed by Madison County, IL will control. It is the sole responsibility of Developer to ensure the Property is wholly located within TIF # 3 and is eligible for any TIF #3 payments.

Funding assistance is broken down as follows:

- a. Total Estimated Costs: \$390,497.00
- b. City agrees to reimburse the Developer up to the maximum sum of \$43,000, or 50% of the Purchase Price and the maximum sum of \$91, 349.10 or 30% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$43,000, or 50% of the Purchase Price and the maximum sum of \$91, 349.10 or 30% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid (all payments are estimated based on TIF eligible costs) in three (3) installments pursuant to the conditions below, upon completion of the Project, passing all City inspections (if any), and according to terms and conditions stated herein.
 - 1) Installment 1 - \$43,000.00 paid upon the completion of the following and inspection by City:
 - Power wash flooring at the Ferguson Avenue entrance
 - Replace tiles beneath the glass at the Ferguson Avenue entrance
 - Replace storefront glass at the Ferguson Avenue entrance
 - Paint the ceiling at the Ferguson Avenue entrance
 - Update the rear awning at the Madison Entrance
 - Install/replace the exterior light at the Madison Avenue entrance
 - 2) Installment 2 - \$45,000.00 – paid upon completion of the Project and passing of all City Inspections (if any);
 - 3) Installment 3 - \$46,349.10 paid twelve (12) months after the issue of Installment 2.

Total: \$134,349.10

d. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIF Act.

Section 4. Reimbursement to Developer under the TIF Act.

- a. Developer shall submit to the City Treasurer all applicable receipts setting forth the amount of TIF Act reimbursable costs incurred by the Developer to complete the Project.
- b. The City Treasurer shall have sixty (60) days after receipt of any request for reimbursement from the Developer to forward said request to the Mayor and City Council for approval or disapproval at a regularly scheduled meeting. If the Mayor and Council disapprove the request in its entirety or specific expenditure items, it shall provide in writing to the Developer an explanation as to why such request was disapproved; provided Developer is not in breach of this Agreement, the only reason for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of redevelopment project cost line items or otherwise does not fall within the definition of redevelopment project costs as defined in the Act.
- c. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

Section 5. Indemnification. Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any willful misconduct on the part of City or any of its officers, agents, employees or contractors. According to Illinois law, City has statutory tort immunity.

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection

with the Project.

Section 6. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either Party or any successor or assign, the defaulting or breaching Party (or successor or assign) shall, upon written notice from the other Party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching Party. If either Party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing Party shall reimburse the prevailing Party its costs and reasonable attorneys' fees on account of such proceeding.

Section 7. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 8. Termination of Agreement.

City reserves the right to opt out of this Agreement, with sixty (60) days' notice to Developer, should Developer not perform pursuant to this Agreement. Events of non-performance by Developer include, but are not limited to:

- a. If any material representation made by Developer in this Agreement, or in any certificate, notice, demand to the City, or request made by the City in connection with any documents, shall prove to be untrue.
- b. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.
- c. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent

by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer' s property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

Section 9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either Party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

Section 10. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Amanda Clark
418 West Corbin
Bethalto, Illinois 62010

To the City:

City of Wood River
Attention: City Manager
111 North Wood River Ave
Wood River, IL 62095

CITY OF WOOD RIVER, ILLINOIS:

Mayor

AMANDA CLARK

**City of Wood River
TIF Assistance Application**

Address of Proposed Project 16 Ferguson

Applicant Information

Applicant Name Amanda Clark Phone 618-830-1330
 Applicant Address 418 West Corbin Email mandie@truenorthaestheticsco.com
 City, State, Zip Bethalto, IL 62010
 Contact Person/Title Amanda Clark

Project Costs:

Type of Cost	Projected Cost
Architectural & Engineering Fees	
Legal & Other Professional Fees	
Cost of Marketing Sites	
Purchase Land	
Purchase of Existing Facility	\$ 86,000.00
Demolition Cost	
Site Improvements	
Rehab, Remodel of Existing Building	\$ 304,497.00
Construction of New Building(s)	
Other (Please Specify)	

Total Project Cost \$ 390,497.00
 Assistance Requested \$ 134,349.10
 Current Fair Market Value \$ 86,000.00
 Expected Fair Market Value After Completion of Proposed Project \$ 400,000.00

Are You the Current Owner of the Property? YES NO (if yes, skip to #1)
 Are You the Current Tenant of the Property? YES NO (if yes, provide owner information below)
 Are you a Prospective Buyer? YES NO (if yes, provide owner information below)

Current Property Owner information (if different than applicant):

Owner's Name _____ Phone _____
 Owner's Address _____ Email _____

**City of Wood River
TIF Assistance Application**

1 Describe the scope and purpose of this project.

This project involves the acquisition of a commercial property within the TIF District for the purpose of establishing a boutique and medspa business in the City of Wood River. The purchase of the property will allow the applicant to bring a new retail and wellness business to the community while positioning the property for future investment and improvements.

2 Identify the proposed tenant (if applicable).

True North Aesthetics Company Boutique and Medspa

3 Discuss how the proposed project will eliminate or mitigate blighting conditions in the area.

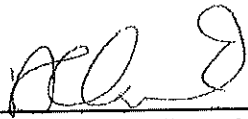
The acquisition and planned occupancy of the currently vacant property will return the building to active commercial use and contribute positively to the appearance, stability, and economic vitality of the area.

4 Describe the specific economic benefits of this property to the City of Wood River.

The project is expected to provide economic benefits to the City through business investment, increased commercial activity, and future property value growth.

5 Provide narrative explaining why the project is not feasible and could not be carried out without TIF funding assistance:

The acquisition of commercial property, combined with startup costs, and financing expenses creates a significant financial burden on a new and growing business. Assistance through the TIF program will help offset a portion of the acquisition costs and make the project financially feasible.



Applicant Signature

5/27/26

Date

ORDINANCE NO.

ORDINANCE AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT WITH MICHAEL KELLY FOR THE PURCHASE OF 6 SOUTH SIXTH STREET, WOOD RIVER, ILLINOIS 62095

WHEREAS, the City of Wood River, Madison County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has the authority, pursuant to 65 ILCS 5/2-2-12, to purchase real estate for public purposes; and

WHEREAS, City has authority, pursuant to 65 ILCS 5/11-61-3, to purchase or lease either real estate or personal property for public purposes through contracts which provide for the consideration for such purchase; and

WHEREAS, City has authority, pursuant to Sec. 11-76.1-1, by ordinance adopted by an affirmative vote of two-thirds of the elected corporate authorities then holding office:

- (i) To purchase or lease real or personal property for public purposes pursuant to contracts or leases which provide for the consideration for such purchase.

WHEREAS, City intends to purchase real estate from Michael Kelly for \$25,000.00 for 6 South Sixth Street Wood River, IL 62095; (*see Exhibit A*); and

WHEREAS, City has determined it necessary to purchase the real estate for the public purposes of constructing a parking lot. (*see Exhibit A*); and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to purchase the real state and pursuant to the terms of the signed real estate contract attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute any document necessary to purchase the real estate and pursuant to the terms of the signed real estate contract attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Wood River, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River, Illinois.

Section 2. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase the real estate pursuant to the terms of the signed real estate contract attached hereto as **Exhibit A**.

Section 3. This Ordinance shall be known as Ordinance No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council and approved by the Mayor of the City of Wood River, Illinois and deposited and filed in the office of the City Clerk on the 6th day of July 2026, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

Tom Stalcup
Mayor
City of Wood River,
Madison County, Illinois

ATTEST:

Danielle Sneed,
City Clerk
City of Wood River,
Madison County, Illinois

REAL ESTATE SALES CONTRACT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

THIS REAL ESTATE SALES CONTRACT ("Agreement") is made and entered into effective as of the date City obtains the approvals necessary to give force and effect to this Agreement. City represents that this Agreement must be passed by Ordinance and by the vote of 3/4th of the corporate authorities then holding office (the "Effective Date"), by and between CITY OF WOOD RIVER, MADISON COUNTY, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION ("Purchaser") and MICHAEL KELLY ("Seller").

- I. Sale of Property.** Seller agrees to sell, transfer, and convey to Purchaser and Purchaser agrees to purchase from Seller, in accordance with the terms of this Agreement, all of Seller's right, title, estate, and interest in and to a portion of that certain real property known as **Parcel Numbers: 19-2-08-27-06-105-019 and 19-2-08-27-06-105-020**, known as **6 South Sixth Street Wood River, IL 62095** and more particularly described in the attached **Exhibit A** (hereinafter collectively referred to as "Property").
- II. Purchase Price and Payment.** The purchase price ("Purchase Price") for the Property is **twenty-five thousand dollars and no cents (\$25,000.00)**, which shall be paid as follows:
- a. Payment at Closing. At Closing, Purchaser shall pay to Seller the balance of the Purchase Price, subject to the prorations and adjustment shown below, by check or by wire transfer of funds.
- III. Prorations and Adjustments.** The following prorations and adjustments shall be made to the Purchase Price at Closing:
- a. Taxes. All ad valorem real estate taxes ("Taxes") imposed on the Property for the year in which Closing occurs and any prior years which are not yet due and payable shall be prorated and adjusted to the Closing Date, hereinafter defined, based on the latest information available with respect to Taxes. All prorations will be on the basis of a 365-day year with the Closing Date being charged to Purchaser. The Taxes which are charged to Purchaser pursuant hereto shall be a Permitted Encumbrance, as defined below; and Purchaser shall be responsible for the payment of all of such Taxes, when they become due.
- b. Release of Encumbrances. Seller shall convey to Purchaser, good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to: (i) the lien of taxes not yet due and payable, (ii) all matters shown in public records, (iii) any matter that is waived or not timely

objected to by Purchaser that is shown on the Commitment (defined below), (iv) any matter that is waived or not timely objected to by Purchaser that would be shown by a current and accurate survey and/or inspection of the Property, (v) any matter created by or arising from an act, omission or acquiescence of Purchaser, its employees, agents, contractors or subcontractors; (vi) any lien or encumbrance relating to general or special assessments; (vii) any other matters of title to which Purchaser expressly consents to in writing. Each item listed shall be a "Permitted Encumbrance" and shall be collectively referred to as the "Permitted Encumbrances." Other than the Permitted Encumbrances, on or before Closing, Seller shall cause, at Seller's cost, any and all assessments, liens, security interests, mortgages or deeds of trust and other encumbrances affecting the Property that were not caused by Purchaser ("Seller Encumbrances"), to be satisfied and released, unless they are assumed by Purchaser at Closing. The proceeds due at Closing may be applied to satisfy or pay any such Seller Encumbrances.

- c. Expenses. Seller shall be responsible to pay for all expenses in connection with the payment of any Seller Encumbrances and recording costs to release any Seller Encumbrances, Seller's attorneys' fees, real estate transfer or documentary taxes, and customary escrow or closing fees charged by the Title Company.

Purchaser shall be responsible to pay for the recording fee for the deed, Purchaser's attorney's fees, Purchaser's title insurance endorsements, if any, Purchaser's lender's policy of title insurance and any endorsements thereto, if any, Purchaser's tests and inspections, Purchaser's survey, the premium for Purchaser's basic owner's policy of title insurance in the amount of the Purchase Price, and such other expenses provided to be paid by Purchaser herein.

SELLER AGREES TO PAY ALL "CLOSING COSTS," AS THAT TERM IS GENERALLY UNDERSTOOD, ASSOCIATED WITH THIS REAL ESTATE TRANSACTION.

- IV. Items to be delivered to Purchaser.** After purchase of the Property, Seller shall deliver to Purchaser, in the form of photocopies of executed originals, any documents related to the Property that Seller is aware of and able to locate ("Seller Documents"). Seller shall make every reasonable effort to locate and deliver to Purchaser all Seller Documents. Purchaser acknowledges and agrees that Seller acquired the Property many years ago and, as a result, Seller may not be aware of the location or existence of some or all of the Seller Documents. Based on this information, Purchaser acknowledges and agrees that Seller will be deemed to have complied with this Section 4, if Seller provides to Purchaser the Seller Documents that are known to exist, if any, by Seller after purchase of the Property, and without any obligation or duty being imposed on Seller to investigate or to confirm the accuracy or completeness of the Seller Documents.

V. **Investigation of the Property.** From and after the date that this Agreement is signed by the last party hereto, Seller grants to Purchaser and its agents and representatives access to the Property for the sole purpose of conducting a complete physical inspection of the Property including, without limitation, preparation of boundary line, spot and topographical surveys, soil sampling and boring tests, and such other engineering, environmental, and mechanical inspections and investigations as Purchaser may reasonably require (collectively, "Investigations").

Purchaser shall indemnify, protect, defend and hold harmless the Seller against all mechanic's liens and other claims, demands, causes of action, liens, fines, damages, losses, costs and expenses (including attorneys' fees and litigation costs) and all other liabilities asserted against or incurred by the Property or Seller's ownership therein in connection with Purchaser's entry upon the Property or Purchaser's inspection, surveying, test borings or other work performed by or through Purchaser, and Purchaser shall restore the Property to substantially the same condition as in which it existed prior to such Investigations. The Purchaser shall pay for all inspections and reports ordered by Purchaser, promptly; and shall not allow any liens to be filed against the Property. For purposes of Purchaser's indemnification of Seller described herein, the term "Purchaser" shall mean any agent, broker, contractor, employee, or representative of Purchaser. This provision shall survive Closing or other termination of this Agreement.

VI. **Contingencies.** In addition to any other conditions set forth in this Agreement, Purchaser's obligation to consummate the purchase provided for herein shall be subject to fulfillment of the following items by Purchaser, and subject to any and all following required action(s) by Purchaser (the "Contingency Date") (each a "Contingency" and collectively, the "Contingencies"):

- a. **Title Commitment/Examination.** Purchaser, at Purchaser's cost and expense, may order a title search and commitment for title insurance ("Commitment") on the Property, together with complete copies of all exception documents to title ("Exceptions") from Title Company. Purchaser shall notify Seller, in writing on or prior to the expiration of the Contingency Date, if the Commitment reveals any Exceptions which are unacceptable to Purchaser; otherwise said Commitment shall be deemed approved and such Exceptions shall be deemed Permitted Encumbrances to which the deed conveying the Property to Purchaser shall be subject.
- b. **Physical Inspection.** Purchaser shall be satisfied with the results of the Investigations. Purchaser shall notify Seller, in writing, of any condition disclosed during its Investigations that is not satisfactory to Purchaser and Seller shall have thirty days (30) days to cure such condition, with the Contingency Date automatically extended for such period, if cure is undertaken.
- c. **Survey.** Purchaser, at its sole cost and expense, may order a survey of the Property (the "Survey"). Purchaser shall notify Seller, in writing on or prior to the expiration of the Contingency Date, if the Survey reveals any matter(s) affecting the Property unacceptable to Purchaser, including, but not limited to,

discrepancies in the legal description on the Survey as compared to the legal description recorded in the chain of title, verification of the total acreage of the Property, the Property boundary lines, and the location of all recorded easements and other encroachments, if any, the location of the improvements on the Property, and any other considerations deemed necessary by Purchaser. Purchaser shall notify Seller, in writing, if the Survey reveals any encroachments or other survey conditions which are unacceptable to Purchaser. If Purchaser fails to provide written notice of its objection to any items, prior to the expiration of the Contingency Date, to Seller that (i) are disclosed on the Survey, or (ii) would have been disclosed on a survey of the Property if Seller would have secured a survey, such items shall be Permitted Encumbrances.

- d. Permitted Use. Purchaser shall determine the existing zoning and other governmental regulations that permit the use of the Property for Purchaser's intended use.

If Purchaser does not give written notice to Seller on or before the Contingency Date that any one of the Contingencies has not been satisfied, then Purchaser's obligation under this Agreement shall be enforceable by Seller pursuant to the terms set forth herein.

If Purchaser does give written notice to Seller on or before the Contingency Date that any one of the Contingencies has not been satisfied, and Seller cannot cure the Contingency within thirty (30) days of being put on notice by Purchaser, this Agreement shall be terminated and be of no further force or effect, except for Purchaser's obligations and indemnity as stated herein. The thirty (30) day deadline for Seller to cure any Contingencies may be extended by written agreement signed by both Seller and Purchaser.

VII. Closing

- a. Place and Closing Date. Subject to the terms of this Agreement, the closing of the purchase and sale of the Property ("Closing") shall take place at the Title Company, on a date to be mutually determined by Seller and Purchaser, or after all Contingencies are waived or cured ("Closing Date").
- b. **In all instances, the Closing Date and Contingency Date shall be the same date.**
- c. Possession. Seller shall deliver possession of the Property to Purchaser at Closing and shall remove any and all personal property that will be retained by Seller at that time.
- d. Seller's Obligations at Closing. At Closing, Seller shall execute and acknowledge in recordable form if necessary, the following documents (collectively, "Seller's Obligations") upon satisfaction of Purchaser's Obligations (as defined below):

1. Deed. A Warranty Deed conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
 2. P-Tax. Execute along with Purchaser, an Illinois Transfer Tax Declaration Form.
 3. Seller's Affidavit. A commercially reasonable Seller's Affidavit.
 4. Non-Foreign Seller Affidavit. An affidavit of Seller in form and substance satisfactory to Purchaser setting forth Seller's United States taxpayer identification number and certifying that Seller is not a foreign person as that term is used and defined in Section 1445 of the United States Internal Revenue Code.
 5. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Purchaser to be delivered by Seller or necessary to implement and effectuate the Closing hereunder, including without limitation, a settlement statement, or other documents, consents, and approvals from Seller.
- e. Purchaser's Obligations at Closing. At Closing, Purchaser shall, in addition to any other obligations of Purchaser as set forth in this Agreement, execute and deliver the following items to Seller or the Title Company, as the case may be (collectively, "Purchaser's Obligations"):
1. Purchase Price. Deliver the balance of the Purchase Price by check or by wire transfer of funds to the Title Company (subject to adjustment and proration as hereinbefore provided).
 2. P-Tax. Execute along with Seller an Illinois Transfer Tax Declaration.
 3. Deed. Acknowledge and accept a copy of Seller's Warranty Deed conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
 4. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Seller to be delivered by Purchaser or necessary to implement and effectuate the Closing hereunder, including, without limitation, a settlement statement, or other documents, consents, and approvals from Purchaser satisfactory to Seller.
 5. License. At Closing, Purchaser shall be licensed as a legitimate business with the Illinois Secretary of State Office.

VIII. Notices. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered, mailed, transmitted by telefax, or transmitted by email to the applicable addresses as follows:

If to Seller: MICHAEL KELLY
 PO BOX 256
 Wood River, Illinois 62095

If to Purchaser: City of Wood River
 Madison County, Illinois
 Attention: Steve Palen
 City Manager
 111 N. Wood River Ave.
 Wood River, Illinois 62095
 Telephone: (618) 251-3100
 Email: spalen@cityofwoodriver.com

IX. Additional Covenants.

a. **Brokerage.** Seller and Purchaser each hereby represent and warrant to the other that neither has dealt with any broker or finder in connection with the transaction contemplated hereby, and each hereby agrees to indemnify, defend and hold the other harmless against and from any and all manner of claims, liabilities, loss, damage, attorneys' fees and expenses, incurred by either party and arising out of, or resulting from, any claim by any such broker or finder in contravention of its representation and warranty herein contained.

X. AS IS.

a. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY

OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (VII) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (VIII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND, SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, ZONING OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER ITS AGENTS, BROKERS, CONTRACTORS, OR EMPLOYEES. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES; THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND THAT SELLER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. ALL PROVISIONS OF THIS SUBSECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT WITHOUT CLOSING, AS APPLICABLE.

XI. Litigation.

- a. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereby consent to the exclusive jurisdiction of the State of Illinois and hereby consent and agree that any action or

proceeding involving the interpretation of, enforcement of, or in any way relating to this agreement shall be brought in the Circuit Court in Madison County, Illinois.

XII. Defaults and Remedies

- a. **Default by Seller.** In the event that Seller shall have failed to have timely performed any of Seller's Obligations, covenants, and/or agreements contained herein which are to be performed by Seller, then Purchaser, at its option and as its sole and exclusive remedy, may: (i) specifically enforce the provisions of this Agreement; or (ii) cancel and terminate this Agreement.
- b. **Default by Purchaser.** In the event that Purchaser shall have failed to have timely performed any of Purchaser's Obligations, covenants, and/or agreements contained herein which are to be performed by Purchaser, then Seller, at its option and as its sole and exclusive remedy, may either: (i) specifically enforce the provisions of this Agreement; or (ii) cancel and terminate this Agreement.

XIII. Miscellaneous

- a. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement may not be assigned by Purchaser without the written approval of Seller.
- b. **Exhibits/Time Periods.** Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.
- c. **Agreement Separable.** If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.
- d. **Counterparts.** This Agreement may be executed in several counterparts, via email, and/or via facsimile, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by email, facsimile, or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.

- e. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, the party prevailing on the merits in any resulting action, mediation, arbitration, proceeding, or litigation shall be entitled to recover from the other party all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, and litigation costs, incurred in connection therewith.
- f. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.
- g. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties or party's brokers, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation and/or negotiation of this Agreement.
- h. Compliance with Laws, Regulations, and Accreditation. Purchaser and Seller believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should Purchaser or Seller have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the Closing, Purchaser or Seller shall give written notice to the other party regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of first providing notice of the need to amend this Agreement to comply with laws and regulations, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice. Upon the termination of this Agreement pursuant to this Section, and notwithstanding anything to the contrary set forth herein, any money shall be returned, and both Seller and Purchaser shall be relieved of their respective obligations under this Agreement unless such obligations survive the termination of the Agreement.
- i. Delinquent Taxes. Seller shall be responsible for any taxes that are delinquent, late, and/or sold on the Property prior to the year of execution of this Agreement. Seller shall be solely responsible for all associated amounts, costs, and/or fees.

XIV. Acceptance of Contract. Purchaser and Seller intend to execute this Agreement prior to Purchaser obtaining the approvals necessary to give force and effect to this Agreement. Purchaser represents that this Agreement must be passed by Ordinance and

by 3/4th vote of the corporate authorities then holding office. Neither Purchaser nor Seller shall have any obligation under this Agreement until Purchaser has obtained all necessary approvals to this Agreement having full force and effect; and, if such approvals have not been obtained by Purchaser, this Agreement shall have no force or effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date(s) below:

SELLER:

MICHAEL KELLY
PO Box 256.
Wood River, Illinois 62095

By: _____

Date: _____

PURCHASER:

City of Wood River
Madison County, Illinois
111 N. Wood River Ave.
Wood River, Illinois 62095

Steve Palen
City Manager

By: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 1 and 2 in Block 23 in Frederick Penning's Subdivision, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 10 Page 33. Situated in the County of Madison and the State of Illinois.

Parcel ID: 19-2-08-27-06-105-019
19-2-08-27-06-105-020

ORDINANCE NO.

AN ORDINANCE AMENDING THE 2026-27 FISCAL YEAR BUDGET TO INCLUDE BUDGET AUTHORIZATION FOR 2025-26 ENCUMBRANCES.

WHEREAS, an encumbrance system provides full disclosure of all obligations of the City; and

WHEREAS, in an encumbrance system, actual recording of an expenditure and the budget authorization for that expenditure may occur during different fiscal years; and

WHEREAS, the appropriate fiscal control over expenditures can only be maintained with the matching of expenditures and budget authorization; and

WHEREAS, these budget authorizations for the 2026-27 Fiscal Year were originally authorized in the 2025-26 Fiscal Year and were not expended.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD RIVER, ILLINOIS, that:

Section 1. The 2026-27 City budget shall be amended to include authorization and funding for encumbrances incurred in the Fiscal Year 2025-26, as outlined on the attached sheet entitled "Attachment A".

Section 2. This ordinance will be in full force and effect following its passage and approval in accordance with law.

PASSED and APPROVED by the City Council of the City of Wood River this 6th day of July, 2026.

Upon a roll call vote, the Council voted as follows:

AYES:
NAYS:

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Attachment A
Budget Encumbrances
FY 2025/2026

<u>Department</u>	<u>Account Description</u>	<u>Account Code</u>	<u>Amount</u>
Legislative	Christmas Lights	10-11-4-0886	\$ 5,453
<i>Christmas light purchases are ongoing</i>			
Police	Police Equipment	10-27-4-0527	\$ 5,792
<i>Firearm purchases ongoing</i>			
Police	Firearms Supplies	10-27-4-0591	\$ 2,596
<i>Ammo purchases ongoing</i>			
Fire	SCBA	10-28-4-0515	\$ 4,272
<i>SCBA upgrades ongoing</i>			
Fire	Building Maint Supplies	10-28-4-0549	\$ 930
<i>Bathroom upgrades not completed by 04/30/2026</i>			
Fire	Uniforms	10-28-4-0594	\$ 1,608
<i>Uniform purchases not completed by 04/30/2026</i>			
Fire	Major Improvements	10-28-4-0916	\$ 8,000
<i>Audio System Project not completed by 04/30/2026</i>			
Sewer	Buildings	40-42-4-0913	\$ 9,500
<i>Replacing copper lines with PVC not completed by the end of the fiscal year</i>			
Sewer	Equipment	40-42-4-0939	\$ 95,000
<i>West J-100 rebuild was not completed by the end of the fiscal year</i>			
Sewer	Equipment	40-42-4-0939	\$ 108,000
<i>East J-100 rebuild was not completed by the end of the fiscal year</i>			
Capital Improvements and Development	Asphalt	87-00-4-0534	\$ 19,533.00
<i>Asphalt projects not completed by the end of the year</i>			
Capital Improvements and Development	Economic Development	87-00-4-0860	\$ 50,131.00
<i>Downtown improvements ongoing</i>			
Capital Improvements and Development	Major Improvements	87-00-4-0916	\$ 207,638.00
<i>Downtown improvements ongoing</i>			
Non-Home Rule	Sidewalk Replacement	89-00-4-0909	\$ 335,647.00
<i>Sidewalk project is ongoing</i>			

ORDINANCE NO.

AN ORDINANCE AMENDING THE FY 2025-26 BUDGET BY INCREASING THE EXPENSE CATEGORY OF VARIOUS BUDGETS.

WHEREAS, the annual budget figures were exceeded in certain budget categories in the 2025-26 budget.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD RIVER, ILLINOIS, that:

Section 1. The following budget categories in the 2025-26 fiscal year budget be amended, as outlined on the attached sheet entitled "Attachment A".

Section 2. This ordinance shall be in full force and effect following its passage and publication in accordance with law.

PASSED and APPROVED by the City Council of the City of Wood River this 6th day of July, 2026.

Upon a roll call vote, the Council voted as follows:

AYES:

NAYS:

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Attachment A

Budget Amendments FY 2025/2026

<u>Department</u>	<u>Account Number</u>	<u>Current Budget</u>	<u>Increase</u>	<u>Total Budget</u>
<u>Street Lighting</u>				
Street Lighting	10-17-4-0788	\$ 105,000	\$ 17,173	\$ 122,173

Increased Ameren street lighting rates exceeded the amount budgeted.

Street Department

Vehicle & Repair Parts	10-21-4-0529	\$ 22,000	\$ 24,573	\$ 46,573
Vehicle & Equip Maintenance	10-21-4-0719	\$ 37,000	\$ 50,000	\$ 87,000

Unanticipated repairs and maintenance were required for the street sweeper, leaf vacuum, and Bobcat.

Parks & Recreation

Gasoline	10-24-4-0521	\$ 2,600	\$ 1,993	\$ 4,593
Electric & Gas	10-24-4-0783	\$ 29,000	\$ 24,662	\$ 53,662
Major Improvements	10-24-4-0916	\$ -	\$ 20,472	\$ 20,472

Increased fuel and Ameren utility costs exceeded budgeted amounts. Major improvements include replacement bleachers at Dwiggin's Park (\$19,272), which were 100% offset by the Madison County PEP Grant, and a \$1,200 down payment for the disc golf course that will be reimbursed through donations in FY 2026/2027.

Park Maintenance

Part Time Wages	10-25-4-0429	\$ 122,575	\$ 4,977	\$ 127,552
Professional Services	10-25-4-0792	\$ 8,000	\$ 10,583	\$ 18,583

Additional part-time labor was required during the year. Professional services increased due to unbudgeted lighting repairs at 6th Street and Central Park.

Disaster Prep

Miscellaneous Supplies	10-26-4-0599	\$ 23,025	\$ 13,025	\$ 36,050
Electric & Gas	10-26-4-0783	\$ 4,597	\$ 1,198	\$ 5,795

Unbudgeted storm siren repairs and software updates increased expenditures. Ameren costs also exceeded budgeted amounts.

Fire

Fire Equipment	10-28-4-0932	\$ 7,158	\$ 19,492	\$ 26,650
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Fire equipment purchases exceeded the original budget; however, those additional costs were offset by FEMA grant funding.

Attachment A

Budget Amendments FY 2025/2026

<u>Department</u>	<u>Account Number</u>	<u>Current Budget</u>	<u>Increase</u>	<u>Total Budget</u>
<u>Insurance</u>				
Health	23-00-4-0845	\$ 1,504,000	\$ 64,037	\$ 1,568,037
<i>Health insurance renewal rates exceeded the amount budgeted.</i>				
<u>Public Services Admin</u>				
Buildings	30-00-4-0913	\$ 115,000	\$ 61,761	\$ 176,761
<i>The roof replacement at 100 Anderson exceeded the amount of insurance proceeds.</i>				
<u>Water Distribution</u>				
Major Improvements	30-31-4-0916	\$ 86,858	\$ 228,996	\$ 315,854
<i>Construction costs for the Edwardsville Road water main replacement exceeded the original budget.</i>				
<u>Water Plant</u>				
Lagoon Cleaning	30-32-4-0795	\$ 65,000	\$ 40,539	\$ 105,539
<i>Additional lagoon cleaning services were required during the fiscal year.</i>				
<u>Sewer Collections</u>				
Vehicle & Equip Maint	40-41-4-0719	\$ 30,000	\$ 51,057	\$ 81,057
Buildings	40-41-4-0913	\$ 115,000	\$ 46,000	\$ 161,000
<i>Unanticipated repairs were required for the 6th Street pump station and dump truck. In addition, the roof replacement at 100 Anderson exceeded the amount of insurance proceeds.</i>				
<u>Sewer Plant</u>				
Equipment	40-42-4-0939	\$ 249,000	\$ 17,166	\$ 266,166
<i>An unbudgeted spare RAS assembly was needed.</i>				
<u>Refuse</u>				
Management Services	49-49-4-0791	\$ 744,000	\$ 46,138	\$ 790,138
<i>Annual contract costs increased but were not budgeted for.</i>				

Attachment A

Budget Amendments FY 2025/2026

<u>Department</u>	<u>Account Number</u>	<u>Current Budget</u>	<u>Increase</u>	<u>Total Budget</u>
<u>Golf</u>				
Lease Purchase	50-51-4-0863	\$ 18,056	\$ 10,001	\$ 28,057
Major Improvements	50-51-4-0916	\$ 257,443	\$ 164,311	\$ 421,754
Full Time Wages	50-52-4-0419	\$ 100,000	\$ 25,240	\$ 125,240
Sales Tax	50-52-4-0573	\$ 4,500	\$ 14,134 *	\$ 18,634
Items for Resale	50-52-4-0579	\$ 35,000	\$ 25,776 *	\$ 60,776
Golf Car Maintenance	50-52-4-0758	\$ 1,000	\$ 12,308 *	\$ 13,308
Professional Services	50-52-4-0792	\$ 8,000	\$ 5,648 *	\$ 13,648
Major Improvements	50-52-4-0916	\$ 29,003	\$ 2,350 *	\$ 31,353
Food	50-53-4-0571	\$ 25,000	\$ 4,840 *	\$ 29,840
Non Consumable	50-53-4-0572	\$ 2,400	\$ 2,295 *	\$ 4,695

*The golf cart path project exceeded the original budget. Retiree payout was unbudgeted. *All other items were directly offset by revenues.*

Westside Business District

Sales Tax Rebate	61-00-4-0888	\$ 3,600	\$ 2,216	\$ 5,816
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Sales tax collections from Westside Business District exceeded budgeted revenues, and as such, the rebate exceeded budget.

TIF #3

Business Assistance	81-00-4-0889	\$ 450,000	\$ 258,306	\$ 708,306
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Additional redevelopment agreements were approved during the fiscal year, resulting in reimbursement payments exceeding the amount originally budgeted.

Recreation Center

Performing Arts	90-00-4-0301	\$ 500	\$ 2,445	\$ 2,945
Special Events	90-00-4-0303	\$ 350	\$ 274	\$ 624
Concessions	90-00-4-0304	\$ 6,000	\$ 678	\$ 6,678
Basketball	90-00-4-0305	\$ -	\$ 508	\$ 508
Day Camp	90-00-4-0306	\$ 3,000	\$ 2,062	\$ 5,062
Voileyball	90-00-4-0313	\$ 2,600	\$ 15,892	\$ 18,492
Pickleball	90-00-4-0315	\$ 2,500	\$ 2,020	\$ 4,520
Part Time Wages	90-00-4-0429	\$ 243,097	\$ 37,577	\$ 280,674
Professional Services	90-00-4-0792	\$ 8,000	\$ 14,521	\$ 22,521

All increases in expenses were directly offset by revenues.

\$ 1,347,244

13



Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

[X] Yes [] No

Resolution Type	Resolution Number	Section Number
Original		25-00035-02-BT

BE IT RESOLVED, by the Council of the City of Wood River, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
ILL 143	0.3	FAP 0789	08.98	08.68

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

This agreement is for PE phases 1&2 on the construction of a Shared Use Path along the proposed location and all necessary work to complete the project. ITEP # 2T2602

2. That there is hereby appropriated the sum of Seventy Four Thousand Four Hundred Fifty

Dollars (\$74,450.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Clerk in and for said City of Wood River, Illinois

in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Wood River at a meeting held on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved Regional Engineer Signature & Date Department of Transportation

RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WOOD RIVER AND SPATIAL DATA LOGIC, LLC FOR SOFTWARE SERVICES

WHEREAS, the City of Wood River, Madison County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City desires to retain Spatial Date Logic, LLC ("SDL") for software services ("Software"); and

WHEREAS, SDL has submitted a Professional Services Agreement for the Project, which includes license grant and right of access to Software for an amount pursuant to the following:

- Year 1 - \$40,500.00
- Year 2 - \$30,450.00
- Year 3 - \$30,450.00

(see "SDL Proposal," attached hereto as **Exhibit A**); and

WHEREAS, City finds that the terms of the SDL Proposal (see **Exhibit A**) are fair and reasonable, and City has determined the SDL Proposal should be approved; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare of City to approve the SDL Proposal (see **Exhibit A**); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute and date the SDL Proposal and any other documents necessary to give it effect (see **Exhibit A**).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Wood River as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River, Illinois.

Section 2. The SDL Proposal (**Exhibit A**) is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City, to execute and date the SDL Proposal and any other documents necessary to give it effect (see **Exhibit A**).

Section 4. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Wood River, Illinois, and deposited and filed in the Office of the City Clerk, on the 6th day of July 2026, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:
NOES:

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

Danielle Sneed
City Clerk
City of Wood River
Madison County, Illinois



SDL

**CONNECTED
GOVERNMENT,
CONNECTED
RESIDENTS.**

May 14, 2026

Proposal By: Tim Cox

Proposal For: City of Wood River

Proposal Expiration: Aug 12, 2026



Order Form	
Contract Information	Billing Information
Customer: City of Wood River	Contact Name: Karen Weber
Kickoff Date: Jun 9, 2026	Address: 111 North Wood River Avenue, Wood River, IL 62095
Contract Term: 3 years	Email: amaag@cityofwoodriver.com
Currency: USD	Phone: 618-251-3100

Year	Payment Amount
Year 1	\$40,500.00
Year 2	\$30,450.00
Year 3	\$30,450.00

Pricing Information - Subscription Items

SDL is pleased to offer the following pricing.

Item Name	Quantity	Kickoff Date	Duration (Years)	Annual Net
SDL Professional	1	Jun 9, 2026	3	\$30,450.00
				\$30,450.00

Pricing Information - One-time Items

SDL is pleased to offer the following pricing.

Item Name	Quantity	Net Price
Data Migration Known Vendor	1	\$1,800.00
ESRI ArcGIS	1	\$1,770.00
Project Management - Medium	1	\$0.00
Workflow Configuration Standard	18	\$6,480.00
		\$10,050.00



Total Net: \$101,400.00

Annual Net: \$30,450.00

Required Hardware and Software:

- Unless otherwise described in this proposal, SDL is not providing any hardware or software outside of the description above.
- Internet Access – Internet access is a requirement.
- Client Computers – The software requires the current Microsoft-supported Windows operating system or current Apple-supporting MacOS.
- iOS or Android devices are needed for the SDL Mobile App. Devices are required to have data plans for real-time syncing.

Terms and Conditions:

- All outstanding invoices beyond (60) days are subject to the accrual of interest at a rate of 1.5% per month.
- Past-due invoices over 30 days may subject the account to service interruptions.
- All payments will follow SDL's standard billing terms unless otherwise negotiated and agreed upon.

PROPOSAL SIGN-OFF

The above information outlines the scope of work and software services that will be provided by SDL. To begin implementation, SDL will need this signed document in addition to the approved Statement of Work

Purchase Order

Purchase Orders or Invoices will be issued directly to SDL unless using a Third-Party Reseller.

If you are using a third-party reseller, you will receive a quote from that vendor.

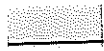


Proposal Approval

I have reviewed the information contained in this proposal and agree that:

- The attached quote meets my request.
- I understand the software and hardware requirements for my specific licensing

I confirm that I am authorized to sign on behalf of City of Wood River.

Signature: 

Name:





**MASTER SERVICES AGREEMENT
COVER PAGE**

The attached documents describe the relationship between SPATIAL DATA LOGIC, LLC. (“SDL”) and the “Customer” identified below (each a “Party”, collectively the “Parties”). The documents attached to this “Cover Page” consist of the General Terms and Conditions (“General Terms”), which describe and set forth the general legal terms governing the relationship and includes at least one (1) or more addenda (each an “Addendum”, collectively the “Addenda”) executed by both Parties describing and setting forth additional covenants between the Parties (collectively, the “Agreement”). This Agreement enters into effect (“Effective Date”) as of the date set forth below or, in the alternative if no date is indicated, as of the date of the latter signature in the block below.

EFFECTIVE DATE OF THIS AGREEMENT:

CUSTOMER INFORMATION:

Name/Customer: City of Wood River

Principal Contact Person: Anna Maag

Address: 111 North Wood River Avenue, Wood River, IL
62095

Phone: 618-251-3100

Fax:

Email Address: amaag@cityofwoodriver.com

Billing Contact: Karen Weber

Title: Accountant

The Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.



SPATIAL DATA LOGIC, LLC. GENERAL TERMS AND CONDITIONS

1. **SCOPE.** Subject to the terms of this Agreement, Customer may use or receive the SDL Software and Services (defined below) that Customer selects in order forms (each an "Order") executed in writing by both parties or entered into by Customer on-line through SDL's website and which are hereby incorporated by reference to and are part of the Agreement. Additional and supplemental terms will be executed in the form of Addenda. In the event of a conflict between the General Terms and any Addendum, the Addendum shall control. In the event of a conflict between the General Terms, an Addendum and an Order, the General Terms and Addendum, as applicable, shall govern over the Order.
2. **DEFINITIONS, PRODUCTS AND SERVICES.**
 - 2.1. **Definitions.** Certain capitalized terms used in this Agreement, not otherwise defined, shall have the meanings set forth or cross-referenced below.
 - "**Aggregated Data**" refers to any non-personally identifiable, technical, statistical or analytical data gathered or generated directly by use of the SDL Software, and which SDL collects, gathers and aggregates periodically as part of its services and the use of the SDL Software. SDL (its affiliates, licensors, partners and designated agents) may use this information for its own purposes, including to create, monitor and improve its products, and services or to provide customized services or technologies to their customers. SDL collects and uses this information in accordance with its privacy policies and applicable data protection laws. As between SDL and Customer, Aggregated Data (i) is property of SDL; (ii) is Confidential Information of SDL; and (iii) does not include personally identifiable Customer Data.
 - "**Authorized System**" means all computer systems, storage devices and networks owned, operated or under the supervision and control of Customer.
 - "**Available**" means that the Users are able to access and use all material portions of the SDL Hosting and all material functionality and content therein.
 - "**Confidential Information**" means all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, the SDL Software and the Documentation shall be considered SDL's Confidential Information.
 - "**Customer Data**" means all data, information, records, and other content, including, without limitation, any information, archives, permits, licenses, or public records provided, uploaded, transmitted, inputted, edited, authored, generated, managed, or otherwise submitted by Customer or its Users into the SDL Software. Customer Data is Confidential Information of Customer.
 - "**Documentation**" means SDL's then current standard user manuals, specifications, and/or product related documentation generally made available to customers of SDL, in printed or electronic format, and any updates thereto.
 - "**Eligible Customer Personnel**" Means any User identified in writing by Customer to SDL and designated for the purpose of receiving Technical Support. Eligible Customer Personnel shall have undergone training and certification in use and support of the SDL Software as designated by SDL.
 - "**Error**" will mean any material, reproducible nonconformity of the SDL Software with the Documentation.
 - "**Professional Services**" means any other ancillary and separate services that may be provided by SDL at the express request of Customer, under a fixed fee or time-and-material basis at SDL's



then-current rates and solely under the terms of a this Master Services Agreement, with its correspondent Work Statements. Professional Services may include without limitation, consulting, training, customization services, on-site support or other professional services. Professional Services are out-of-plan services, not included in the Support Services.

"SDL Desktop" refers to the executable, object code version of SDL Software that is licensed for installation on Authorized Systems on a client/server basis, or hosted by SDL if and only if a separate SDL Hosting is explicitly listed in an Order or Work Statement as an included service.

"SDL Hosting" refers to the hosting services provided by SDL to enable access to SDL Desktop as hosted, configured and maintained by (or on behalf of) SDL and which includes access to the functionalities of SDL Desktop and to Customer Data.

"SDL Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day..

"SDL Mobile" refers to SDL's proprietary mobile application that is made available to Customer and its Users for download on portable or mobile devices, for access and use of the features and modules of the SDL Software.

"SDL SaaS Software" refers to the provision of access to the SDL Software on a software-as-a-service ("**SaaS**") configuration for access and use by Customer via the internet using a standard web browser.

"SDL Software" refers, collectively, to SDL's proprietary enterprise software solution comprised of the SDL Desktop, SDL SaaS Software and SDL Mobile, all of which SDL furnishes to Customer as an integrated solution in the form of installable software in object code under a client/server configuration, and/or on a software-as-a-service basis ("**SaaS**") which may sync with the client/server configuration, and all additional applications and Updates therein.

"Services" means collectively those installation, deployment, configuration, training, Professional Services, Support Services, and related services that are agreed upon and set forth in the applicable Order.

"Support Services" means technical support and maintenance of SDL Software. Support Services are generally included in the SDL Software price (unless otherwise expressly indicated).

"Subscription Term" refers to the period of time, from the effective date of this agreement or as set forth in an Order, during which SDL will provide to Customer the right to use the SDL Software, plus any renewal terms.

"Technical Support" means the provision of responses by qualified SDL personnel to questions from Eligible Customer Personnel related to use and operation of the Software, including basic instruction or assistance related to Errors in the SDL Software.

"Updates" refer collectively to improvements, updates, minor enhancements, error corrections, workarounds, release notes, bug-fixes, minor upgrades and changes to the SDL Software and published user Documentation which improves existing functionality (excluding new product releases or features), and which are made generally available without a separate charge to Customers as part of the Support Services.

"Upgrade" will mean any version of the SDL Software, developed subsequent to the Effective Date, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the SDL Software, but which does not constitute merely an Update, and which is marketed by SDL as a separate product and/or service.

"Unavailable" or **"Unavailability"** means that the SDL Hosting are not Available.

"User" means, collectively, any individual employee, agent, or contractor of Customer who accesses the SDL Software and uses Documentation under the rights granted to Customer hereunder, and who can only do so acting on Customer's behalf and for the benefit of Customer in the operation of Customer's own internal business.

"Work Statement" means an exhibit to this agreement that describes the outline the scope, objectives, deliverables, responsibilities, and timeline for the implementation of SDL Software and Professional Services for Customer.



- 2.2. **License Grant and Right of Access.** Subject to the terms and conditions of this Agreement, during the Subscription Term, SDL hereby grants to Customer a non-exclusive, non-transferable, non-sublicenseable right and license (i) to install and operate the installable software components of the SDL Software in object code only, on one (1) Authorized System for SDL Desktop; (ii) to access the features of the SDL Software on a software-as-a-service basis which will be made available to the Customer at a URL (SDL SaaS Software) or via a mobile application (SDL Mobile) maintained by SDL; and (iii) to download and install copies of SDL Mobile on mobile devices for the purpose of accessing and using the SDL Software. Notwithstanding the foregoing, if Customer has purchased SDL Hosting for the SDL Software, no local copy of the SDL Software will be provided to Customer. All use of the SDL Software in such instances shall be through the SDL Hosting. The Customer may only use the SDL Software in accordance with the Documentation, exclusively for Customer's internal business operations and not for the benefit of any other person or entity. The license(s) granted herein are solely for use up to the number of Users or Computers or Seats for which the appropriate fees have been paid as set forth in the applicable Order. Customer's use of the SDL Software may be subject to certain additional limitations, such as, for example limits on storage capacity for Customer Data. Any such limitation will be specified in the Order or in the Documentation. This license gives Customer the right to make up to three (3) copies of the installable SDL Software solely for back-up purposes. SDL may, in its discretion, permit additional installation of the SDL Software licensed hereunder for internal non-production use, if expressly set forth in an Order. Additionally, Customer understands and agrees that access to or use of certain features of the SDL Software shall be subject to SDL's then standard terms of service made available at <http://www.getSDL.com/terms> or other location designated by SDL. In the event of a conflict between the foregoing standard terms of service and the body of this Agreement, the body of this Agreement will govern.
- 2.3. **Documentation License.** Subject to the terms and conditions contained in this Agreement, SDL hereby grants to Customer a non-exclusive, non-transferable right and license without the right to modify or create derivative works, to use and to make copies of the Documentation during the Subscription Term, for Customer's internal business purposes in connection with its use of the SDL Software as contemplated herein. Customer acknowledges that the Documentation is SDL's Confidential Information. Customer agrees to ensure that all proprietary notices placed on the original copies by SDL (or its licensors), like copyright notices, trademark notices, and confidentiality notices, are also included in the same manner on all copies. Copies of the Documentation may not be distributed to persons who are not Customer's Users. This license may not be sublicensed, in whole or in part.
- 2.4. **Restrictions.** All rights not expressly granted to Customer herein are expressly reserved to SDL and its licensors and suppliers. Unless otherwise expressly provided in writing by SDL, the SDL Software and SDL Hosting may only be used by Customer and its Users. Customer shall not, directly or indirectly, and Customer shall not permit any user or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the SDL Software or SDL Hosting; (b) modify, translate, or create derivative works based on any element of the SDL Software or SDL Hosting or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the SDL Software or SDL Hosting; (d) use the SDL Software or SDL Hosting for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer; (e) remove any proprietary notices from the Documentation; (f) publish or disclose to third parties any evaluation of the SDL Software or SDL Hosting without SDL's prior written consent; (g) use the SDL Software or SDL Hosting for any purpose other than its intended purpose; (h) interfere with or disrupt the integrity or performance of the SDL Software or SDL Hosting; (i) introduce any open source software into the SDL Software or SDL Hosting; or (j) attempt to gain unauthorized access to the SDL Software or SDL Hosting or their related systems or networks.



- 2.5. **Users.** Customer acknowledges and agrees that it shall be responsible for all acts and omissions of Users, and any act or omission by a User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Users aware of the provisions of this Agreement as applicable to such User's use of the Software, and shall cause Users to comply with such provisions.
 - 2.6. **SDL Hosting.** Subject to the terms and conditions of this Agreement, SDL agrees to host, maintain, manage, operate and grant access to the SDL Software, as hosted by or on behalf of SDL during the Subscription Term. Customer agrees and understands that absent presence on an Order or Work Statement, SDL will not provide hosting services to Customer for SDL Desktop software.
 - 2.7. **Professional Services.** In order to provide access to the SDL Software, the Parties agree that it may be necessary for SDL to perform certain services in the nature of supplementation, modification, installation and/or configuration of SDL Software or Customer's systems, all according to a project plan agreed between the Parties in writing (the "**Implementation Plan**"). The Parties anticipate that from time to time Customer may additionally desire to engage SDL to perform certain other services in connection with the licenses or access rights granted to Customer by SDL under a separate Work Statement to this Agreement, including, by way of example, installation, configuration and/or customization of software or Customer's computers or related systems. Subject to the terms and conditions set forth in this agreement, SDL shall use commercially reasonable efforts to perform the services as set forth in Work Statements separately executed by the Parties (the "**Professional Services**"). SDL shall perform the Professional Services in a professional manner in material accordance with the Work Statement.
 - 2.8. **Support and Service Levels.** Standard Support Services are included in the Subscription fees. Out of scope Support may be subject to additional fees and/or require the execution of a Professional Services Work Statement.
 - 2.9. **Software Management.** SDL may request certification of compliance with the terms of the scope of the rights granted in this Agreement and applicable Addenda by an authorized representative of Customer at any time but no more frequently than once per year (unless a prior review identifies a non-compliance). If a certification is not sufficient assurance of compliance, SDL or its agent may, at SDL's expense, during Customer's regular business hours and upon ten (10) days prior written notice to Customer, verify Customer's compliance with the scope of the rights granted herein. The verification will be conducted in a manner not intended to unreasonably disrupt Customer's business and will be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose. The verification may be conducted on Customer's premises, if applicable. Customer will be liable for promptly remedying discrepancies revealed during such verification, including payment to SDL for any underpayments. SDL may verify the number of Users utilizing the SDL Software or computers connected to the Services, as per the licenses set forth in the Order, and if such number exceeds the number of Users or computers licensed in the applicable Order, SDL may adjust the Fees billed to Customer to reflect such additional Users. In the event a review identifies a non-compliance, Customer will reimburse SDL for the reasonable costs of the audit, including third-party auditor fees.
3. **OBLIGATIONS OF THE PARTIES**
 - 3.1. **General.** Each party will, at its own expense: (a) remain compliant with all laws and government regulations applicable to this Agreement, and (b) reasonably cooperate with the other party in connection with such party's performance hereunder.
 - 3.2. **Authorized Systems.** Customer agrees and understands that Customer is responsible for Customer Authorized Systems. Authorized Systems, which are to be provided and managed by Customer, shall include and be responsible for, without limitation, servers, virtual servers, operating system(s) and their maintenance, physical security, cyber security, network components (switches, routers, cabling, etc.), hardware for data storage, disaster recovery procedures, and the like. Customer is responsible for any activities using credentials issued by



SDL. Therefore, Customer is responsible for protecting any credentials SDL provides to Customer to access and configure the SDL Software. Customer is responsible for verifying if any third-party hardware and/or software is compatible with the SDL Software, as set forth in the applicable Documentation.

- 3.3. **SDL Access.** Customer will provide SDL with reasonable access to Authorized Systems for the provision of Services, subject to Customer's reasonable written policies. Customer will, at Customer's expense: (a) if necessary, allow SDL reasonable remote access to Customer's Systems for the purpose of resolving reported problems or to verify Customer's compliance with the terms of this Agreement; (b) provide its own equipment and communication means and pay for its own costs and expenses associated with connecting to the internet; and (c) provide Customer-specific information necessary for providing the Software and/or Services upon SDL's request.
- 3.4. **Customer Assistance.** Customer agrees to promptly cooperate and assist SDL as reasonably required during the delivery of Services related to SDL products and services. Delays caused by Customer shall be the responsibility of Customer and SDL shall have no liability for such delays. Customer shall make available in a timely manner at no charge to SDL all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by SDL for the performance of the Professional Services. Customer shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer. Customer shall provide, at no charge to SDL, office space, services and equipment (such as copiers, fax machines and modems) as SDL reasonably requires to perform any Professional Services.
- 3.5. **Security.** During the Subscription Term, SDL shall maintain a formal security program materially in accordance with industry standards and that is designed to: (i) ensure the security and integrity of Customer's Confidential Information and the SDL network; (ii) protect against threats or hazards to the security or integrity of Customer Confidential Information and the SDL network; and (iii) prevent unauthorized access to Customer's Confidential Information (the "**SDL's Security Policy**"). In no event during the Subscription Term shall SDL materially diminish the protections provided by the controls set forth in the SDL's Security Policy.
- 3.6. **Aggregated Data.** Customer acknowledges and agrees that SDL may compile and will own Aggregated Data. To the extent necessary, Customer hereby grants SDL a perpetual, royalty-free, nonexclusive, irrevocable, right and license (with the right to sublicense through multiple tiers) to develop Aggregated Data from Customer's use of the SDL Software and SDL Hosting.
- 3.7. **Customer Data.** Customer is responsible for all Customer Data. As between Customer and SDL, Customer will be responsible for the accuracy, truthfulness, consistency, and completeness of Customer Data. Customer warrants that it shall comply with all legal requirements, including applicable privacy laws and regulations, relating to the collection, use, processing, security, and transfer of Customer Data that it provides to SDL. Customer will be considered the data controller for any data that identifies an individual ("**Personal Data**"). To the extent that Customer (and any User), through or in connection with use of the SDL Software, collects, uses, stores, process and discloses data from any other User or third party, Customer (and each User) hereby warrants that it shall accurately and adequately, and in full compliance with applicable laws, obtain consent and disclose, either through a privacy policy or otherwise, how Customer (and each such User) collects, uses, stores, process and discloses data, including, where applicable, that third parties may store, use, and process Customer Data while providing products and services to Customer. SDL will have no responsibility to review information posted by Customer or its Users. SDL will have no liability as to the accuracy of any content posted by Customer or its Users. Additionally, Customer agrees and understands that the SDL Software and SDL Hosting may give Customer the functionality to make certain Customer Data available to the public and other third parties, and/or that Customer may request SDL to share Customer Data with third parties directly or through integrations with other third party services.



CUSTOMER AGREES AND UNDERSTANDS THAT CUSTOMER AND NOT SDL IS SOLELY RESPONSIBLE FOR ANY CUSTOMER DATA THAT CUSTOMER CHOOSES TO MAKE PUBLIC OR AVAILABLE TO THIRD PARTIES OR THAT IT INSTRUCTS SDL TO MAKE AVAILABLE TO THIRD PARTIES, INCLUDING FOR ENSURING SUCH DATA HAS BEEN COLLECTED, USED, TRANSFERRED AND DISCLOSED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND CUSTOMER'S APPLICABLE PRIVACY POLICY AND/OR OTHER DISCLOSURES RELATING TO THE COLLECTION, USE, TRANSFER, SECURITY AND DISCLOSURE OF CUSTOMER DATA. CUSTOMER HEREBY RELEASES SDL FROM ALL LIABILITY RELATED TO SUCH DISCLOSURES.

- 3.8. **Suitability of Personnel.** SDL shall assign employees and subcontractors with qualifications suitable for the work described in any relevant Work Statement. SDL may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.
- 3.9. **3rd Party Hardware and/or Software.** With the exception of SDL Software, Customer acknowledges responsibility for all hardware and software located on the Customer premises ("**3rd Party Hardware and/or Software**"). Customer agrees to maintain all 3rd Party Hardware and/or Software to an acceptable standard, including maintaining all software within the manufacturer's End of Life guidelines, applying all updates and patches, and keeping hardware within the manufacturer's recommended lifetime and maintenance guidelines. Unless otherwise agreed in an Order or Work Statement, SDL does not provide or maintain 3rd Party Hardware and/or Software.
- 3.10. **Hosting.** Subject to the payment of applicable fees, and the presence of SDL Hosting in an Order or Work Statement, SDL will furnish the SDL Hosting in accordance with the terms set forth in this agreement. Customer agrees and understands that SDL may enter into an arrangement with one or more third parties for the performance of SDL's obligations under this Section, whereby any such third party may host the SDL Software on SDL's behalf (SDL's "**Third-Party Hosting Provider**"). SDL shall ensure that any such Third-Party Hosting Provider shall be contractually bound to provide substantially the same level of protection with respect to Customer's Confidential Information as provided by the terms of this Agreement. Customer acknowledges and agrees that in the event of a Third Party Hosting Provider hosting the SDL Software, such third party's service levels, acceptable use policies and information security policies will also apply and be binding on Customer. If applicable, SDL will reasonably make this information available to Customer.
- 3.11. **Local Network and Hardware.** SDL shall not be required to provide Technical Support to the extent the provision thereof for any local network, hardware or software. It is the sole responsibility to the customer to provide support and technical expertise for these systems. This includes any and all backups of local databases and files that are located on the customer's computers or servers. In the case of any disaster or loss of local data, any time requested of SDL will be billed at a separate rate as Professional Services, and the customer will need to approve this in advance through a Work Statement for SDL to provide any assistance.
- 3.12. **Internet Access.** All SDL Software, including software hosted on the Customer premises, requires a connection to the internet to function correctly. Customer shall maintain such internet connection for the Customer's Users as required, and ensure that internet connectivity is uninterrupted during the operation of the software. Customer understands that failure to maintain a functioning internet connection shall result in partial or complete inaccessibility of the SDL Software, and such failure does not constitute a breach of this Agreement by SDL.
- 3.13. **Error Corrections.** SDL will use commercially reasonable efforts to adapt, re-configure or re-program the SDL Software, as applicable, in order to correct in a timely fashion any Errors reported to SDL by Eligible Customer Personnel, as defined below, provided that if SDL determines in good faith that any such Error is the result of errors or misstatements in the Documentation, SDL may correct such non-conformity solely by amending the Documentation, as necessary, and further provided that any failure or inability by SDL to correct any such Error, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of SDL's



- obligations hereunder.
- 3.14. **Procedural Workarounds.** In the event that SDL fails or is unable to correct any Error, as required by this Agreement, SDL will use commercially reasonable efforts to develop in a timely fashion procedures or routines, for use by end users of the SDL Software, which, when employed in the regular operation of the SDL Software, will avoid or substantially diminish the practical adverse effects of the relevant Error, provided that any failure or inability by SDL to develop any such procedure or routine, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of SDL's obligations hereunder.
- 3.15. **Support Obligations.** Subject to Customer's being current on the payment of all fees under the Agreement, Customer will be permitted to designate, in writing to SDL, Users for purposes of obtaining Technical Support from SDL ("**Eligible Customer Personnel**"), which Eligible Customer Personnel shall have undergone training and certification in use and support of the SDL Software as designated by SDL. SDL will provide Technical Support to such Eligible Customer Personnel by means set forth in the following table, subject to the conditions regarding availability or response times with respect to each such form of access as set forth in the table.

FORM OF SUPPORT	AVAILABILITY
Phone support (at such phone number as SDL may provide from time to time)	8:00 AM EST to 5.00 PM EST, excluding SDL Holidays
Email Support (at such email address as SDL may provide from time to time)	8.00 AM EST to 5.00 PM EST, excluding SDL Holidays
On-Site Support	As separately negotiated.

- 3.16. **Conditions of Technical Support.** Customer shall provide such information and/or access to Customer resources as SDL may reasonably require in order to provide Technical Support under this Agreement, including, without limitation, access via the Internet or via direct modem connection to relevant Customer servers, access to Customer facilities, and/or access to, and assistance of, Customer personnel who possess information required by SDL for purposes of performing its obligations hereunder. SDL shall be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Customer's failure to perform its obligations under this Section 3.16. SDL reserves the right to require the negotiation and payment of separate charges and fees pursuant to a Work Statement should Customer request an unreasonable volume of Technical Support given the fees paid pursuant to the General Terms and Customer's anticipated usage of the SDL Software and/or Services as determined by SDL.
- 3.17. **Availability**
- 3.17.1. **Availability Standard.** SDL shall use commercially reasonable efforts to make the SDL Hosting Available (as defined below), as measured over the course of any three (3) calendar month period, 99.9% of the time, excluding downtime due to Excluded Downtime (as defined below) (the "**Availability Requirement**").
- 3.17.2. **Scheduled Maintenance.** SDL reserves the right to perform regularly scheduled maintenance on the SDL Hosting, which may prevent the SDL Hosting from being Available ("**Scheduled Maintenance**"). Scheduled Maintenance may include without limitation scheduled maintenance, updates of hardware or software, or upgrades to increase storage capacity. Scheduled Maintenance, while being conducted, may



degrade the quality of the SDL Hosting which may include an outage of the Services; provided, however, that an outage related to Scheduled Maintenance shall not be deemed to be Unavailability. The windows for Scheduled Maintenance are during low usage or low traffic times, from Saturday at 10:00 PM to Sunday at 10:00 AM U.S. Eastern Standard Time or Eastern Daylight Time, whichever is in effect at the time. SDL will exercise reasonable commercial efforts to notify Customer of any scheduled downtime expected to be over one hour, at least three (3) business days before downtime occurs. Notwithstanding the foregoing, SDL reserves the right to perform urgent maintenance which may imply notifying Customer within a twenty-four (24) hour window.

3.17.3. **Excluded Downtime.** "Excluded Downtime" means (i) Scheduled Maintenance; (ii) general Internet outages, failure of Customer's infrastructure or connectivity, computer and telecommunications failures and delays not within SDL's or its hosting providers' control; (iii) network intrusions or denial-of-service attacks, provided SDL has implemented commercially reasonable measures to mitigate or prevent such an attack or intrusion, (iv) down periods due to Force Majeure Events, (v) issues associated with Customer provided hardware, software and other equipment, or (vi) issues associated with data uploaded to the SDL Hosting by Customer (including damages caused by viruses and other malicious code contained in data uploaded to the SDL Hosting by Customer).

3.17.4. **Failure to Maintain Availability Requirement.** In the event SDL fails to meet the Availability Requirement, as reported by Customer pursuant to this Section 3, Customer shall have the right to receive from SDL the applicable availability credits ("Availability Credits") set forth in Section 3.18 below.

3.18. **Service Level Credits.** Customer must (i) request all service credits set forth in this Section 3 in writing to SDL within thirty (30) days of the Availability failure; (ii) identify the relevant incident number or date and time relating to the Availability failure; and (iii) indicate its preference of a credit on its next invoice, an extension of the Order Term, in the event of expiration or non renewal of the relevant Order Term. SDL will issue a credit memo within thirty (30) days of Customer's written service credit request. Service credits are calculated as a percentage of the total charges paid by Customer (excluding one-time payments such as set-up fees and other Professional Service fees) for the SDL Hosting in which the Unavailability occurred in accordance with the schedule below.

Monthly Availability Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	20%

SDL's obligations set forth in these Service Levels represent Customer's sole and exclusive remedy, and SDL's sole and exclusive liability, for failure of the SDL Hosting to be Available.

3.19. **Third Party Offerings.** Customer agrees and understands that as part of the Services, SDL may offer access to products, services or content owned by and licensed from third parties (the "Third Party Offerings"). Customer understands and acknowledges that Third Party Offerings are not licensed pursuant to the provisions set forth in this Agreement. Customer shall have only such rights and/or licenses, if any, to use the Third Party Offerings as are set forth in the relevant terms identified, if applicable, within the relevant Order Form and/or within the SDL platform. **SDL WILL HAVE NO OBLIGATION WHATSOEVER UNDER THIS AGREEMENT TO DELIVER, SUPPORT OR MAINTAIN ANY SUCH THIRD PARTY OFFERINGS, NOR WILL SDL HAVE ANY LIABILITY UNDER**



THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR THE NATURE OF THE CLAIMED OR ALLEGED DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, FOR ANY CLAIM ARISING FROM OR RELATED TO CUSTOMER'S OR ANY CUSTOMER'S USE OR DISTRIBUTION OF THE THIRD PARTY OFFERINGS, AND SDL DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY AND ALL SUCH THIRD PARTY OFFERINGS, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND/OR NON-INTERFERENCE. Customer acknowledges and agrees that the foregoing disclaimers, limitations and exclusions of liability form an essential basis of the bargain between the parties, and that, absent such disclaimers, limitations and exclusions, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

- 3.20. **General Prohibition Against Misrepresentation.** Customer agrees to refrain from any misleading or deceptive conduct and/or from making false representations in relation with the SDL Software, the Services and/or its relationship with SDL, including without limitation false advertising, making promises, representations, or warranties on behalf of SDL or claiming ownership of the SDL Software or the Services.

4. **FEES AND PAYMENTS.**

- 4.1. **Fees.** In consideration for the rights granted to Customer hereunder and the performance of SDL's obligations hereunder, Customer shall pay to SDL, or SDL's third party billing agent (as specified by SDL), without offset or deduction, certain fees, in such amounts as may be determined by reference to the applicable Addenda, Work Statement, or Order, which shall be due and payable on the due date of the invoice, which shall not be less than 30 days from when the invoice is issued by SDL or its third party billing agent with respect thereto.
- 4.2. **Customer Operating Expenses.** As between the Parties, Customer shall bear all expenses incurred in the performance of its obligations or exercise of its rights hereunder.
- 4.3. **Taxes.** All amounts payable hereunder shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Customer will be responsible for payment of all such taxes (other than taxes based on SDL's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of related services. Customer will make all payments required hereunder free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments hereunder will be Customer's sole responsibility, and Customer will, upon SDL's request, provide SDL or its third-party billing agent with official receipts issued by the appropriate taxing authority, or such other evidence as SDL may reasonably request, to establish that such taxes have been paid.
- 4.4. **Late Payments; Interest.** If SDL does not receive fees by the due date, then at SDL's discretion, (a) such charges may accrue late interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid; (b) SDL may condition future purchases of products and services on payment terms shorter than those specified in Section 4.1; and (c) SDL may suspend performance hereunder, which may include suspension of license(s) granted, until all fees are paid in full.
- 4.5. **Cost of Living/Consumer Price Index Increase.** The Parties agree that an annual Cost of Living/Consumer Price Index (CPI) price increase shall apply. This price increase shall be five percent (5%) unless SDL provides written notice of a change to the Cost of Living/CPI Price Increase at least one hundred and twenty (120) days before the anniversary on date on which the change would take effect, or agreed by the Parties in writing and in accordance with the terms of this Agreement.

5. **CONFIDENTIALITY RIGHTS AND OBLIGATIONS.**

- 5.1. **Ownership of Confidential Information.** The Parties acknowledge that during the performance



- of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party. Customer Data is deemed Confidential Information of Customer. The SDL Software, SDL Hosting, and Documentation are deemed Confidential Information of SDL.
- 5.2. **Mutual Confidentiality Obligations.** Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement
- 5.3. **Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of Sections 5.1 and 5.2 shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (vii) in order to comply with the order of a court or other governmental body or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party and made a reasonable effort to obtain a protective order; or (viii) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.
- 5.4. **Equitable Relief.** Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.
6. **PROPRIETARY RIGHTS.**
- 6.1. **SDL Products and Services.** Subject to the express licenses granted herein and in the Addenda, SDL retains all right, title, and interest in and to the SDL Software and SDL Hosting, including the SDL Software (including all software, SDL Desktop, SDL SaaS Software, SDL Mobile), the Documentation, Services, Aggregated Data, SDL Collected Information, Feedback, and associated intellectual property rights embodied in, or practiced by, the SDL Solution (including trademarks and copyright notices), and Customer acknowledges that it neither owns nor acquires any rights in any of the foregoing not expressly granted by this Agreement. Customer further acknowledges that SDL retains the right to use the SDL Software for any purpose in SDL's sole discretion, and SDL reserves all rights not expressly granted in this Agreement. Except as may be expressly agreed upon with regard to Custom Software developed under any Professional Services Work Statement, this is not a work-made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code) and except for express licenses granted in this Agreement, SDL is not granting or assigning to Customer any right, title, or interest, express or implied, in or to any intellectual property.



- 6.2. **Customer Data.** As between the Parties, and subject to the licenses set forth herein, by virtue of this Agreement, SDL acquires no right, title and interest in and to the Customer Data.
- 6.3. **Feedback.** Customer may provide suggestions, comments, or other feedback (collectively, "**Feedback**") to SDL with respect to its products and services, including the SDL Software and SDL Hosting. Feedback is voluntary. SDL may use Feedback for any purpose without obligation of any kind in connection with SDL's business, including but not limited to the enhancement of the products and services.
- 6.4. **Information and Data.** As between the Parties, Customer acknowledges and agrees that SDL shall own all rights, title, and interests in and to any information, data, and content provided by, posted by, or otherwise collected from third parties through the use of or integration with the SDL Software (the "**SDL Collected Information**") and shall be free to use such SDL Collected Information in accordance with its privacy policy posted at <http://www.getSDL.com/privacy>, provided such data does not meet the definition of Customer Data.
- 6.5. **No Source Code.** Nothing in this Agreement shall be construed to give Customer a right to use, or otherwise obtain access to, any source code from which the SDL Software or any portion thereof is compiled or interpreted.
7. **CUSTOM DEVELOPMENT.**
 - 7.1. **Development Undertaking.** Where requested by Customer and agreed in a Work Statement, SDL shall render Professional Services to develop the Custom Software in accordance with such Work Statement, including, without limitation, creation of software applications and/or program code, and integration, customization and/or configuration of the foregoing, as necessary to enable the Custom Software to materially conform to the technical and performance standards set forth in such Work Statement. For purposes of this Agreement, "**Custom Software**" means software specifically developed for Customer by SDL and identified as such in a Work Statement.
 - 7.2. **Development Schedule.** SDL and Customer will mutually agree in each relevant Work Statement on a schedule for the development of any Custom Software. SDL shall exercise commercially reasonable efforts, and will commit and utilize sufficient resources and personnel as it deems necessary, to complete development and delivery of the Custom Software, as contemplated in Sections 7.1 and 7.3, in accordance with such schedule and/or timetable as may be set forth in the applicable Work Statement.
 - 7.3. **Ownership of Custom Software.** Unless otherwise expressly agreed in a Work Statement executed by both Parties and except to the limited extent that the same constitutes or embodies Customer's Confidential Information, ownership of all work product, developments, inventions, technology or materials, including without limitation, the Custom Software, provided under this Agreement ("**Developed Works**"), and all intellectual property rights therein, shall be solely owned by SDL. In addition to any express terms regarding Developed Works set forth in an applicable Work Statement, all Developed Works will be considered part of the SDL Software for purposes hereunder and will be subject to all provisions of this Agreement otherwise applicable to the SDL Software, including without limitation, provisions regarding ownership thereof, licenses and usage restrictions related thereto, and all economic terms.
8. **WARRANTIES; DISCLAIMERS; LIMITATION OF LIABILITY.**
 - 8.1. **Representations and Warranties.** Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; and (ii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.
 - 8.2. **Limited Software Warranty.** SDL hereby warrants, for the sole benefit of Customer, that (i) the SDL Software will conform in all material respects to the Documentation for a period of ninety (90) days following delivery or from right of access; and (ii) the SDL Hosting, if purchased, will materially conform to the Documentation during the Subscription Term; provided that such warranties will not apply to failures to conform to the Documentation to the extent such failures



arise, in whole or in part, from (i) any use of the SDL Software or SDL Services other than in accordance with its Documentation, (ii) modification of the SDL Software or SDL Hosting by Customer or any third party; or (iii) any combination of the SDL Software or SDL Hosting with software, hardware or other technology not provided or authorized by SDL under this Agreement. Notwithstanding any other provision of this Agreement, Customer acknowledges and agrees that its sole and exclusive remedy, and SDL's sole and exclusive liability and obligation, with respect to any breach of the foregoing warranties shall be to use reasonable efforts to repair or replace such SDL Software with SDL Software that materially conforms to the Documentation. In the event SDL is unable to remedy the breach through the foregoing reasonable efforts, SDL may terminate the relevant Order or this Agreement. In the case of such termination, SDL will issue Customer a prorated refund of any prepaid fees for the SDL Software as to which the breach relates. With regard to any breach of the foregoing warranty with regard to SDL Hosting, Customer's sole and exclusive remedy and SDL's sole and exclusive liability shall be the service level credits provided in the SDL Hosting Addendum.

- 8.3. **Customer Data.** Customer represents and warrants that it has sufficient rights, licenses, consents, and permissions in and to the Customer Data to grant the rights set forth herein.
- 8.4. **Legal Disclaimer.** Customer acknowledges and agrees that any advice provided by SDL's support personnel does not constitute legal advice.
- 8.5. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 8.1 AND 8.2, THE SDL SOFTWARE, SDL HOSTING, DOCUMENTATION, PROFESSIONAL SERVICES, AND SUPPORT SERVICES, AND ANY OTHER MATERIALS OR SERVICES PROVIDED BY SDL ARE PROVIDED "AS IS," "AS-AVAILABLE," AND "WITH ALL FAULTS," AND SDL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY SDL ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SDL DOES NOT WARRANT THAT THE SDL SOFTWARE, SDL HOSTING, DOCUMENTATION, PROFESSIONAL SERVICES, SUPPORT, SERVICES OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT SDL'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CUSTOMER ONLY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SDL OR ITS REPRESENTATIVES WILL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF SDL'S OBLIGATIONS HEREUNDER. THE SDL SOFTWARE AND SDL HOSTING MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT SDL AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER DATA, WEB SITES, COMPUTERS, OR NETWORKS. SDL WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF CUSTOMER DATA.
- 8.6. **Exclusions of Remedies; Limitation of Liability.** IN NO EVENT SHALL SDL BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SDL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED



TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF SDL TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE LESSER OF (I) TEN THOUSAND DOLLARS (U.S. \$10,000.00) OR (II) THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO SDL BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. For purposes of this Section 8.6, all references to "SDL" will include SDL's affiliates, vendors, licensors, and suppliers.

8.7. **Essential Basis.** The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 8 form an essential basis of this Agreement, and that, absent any of such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

9. **INDEMNIFICATION.**

- 9.1. **Indemnification by SDL.** SDL shall defend, indemnify, and hold Customer harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim by a third party that any use of, or access to, the SDL Software by Customer as expressly authorized under this Agreement infringes or misappropriates, as applicable, any U.S. patent issued as of the Effective Date or any copyrights or trade secrets under applicable laws of any jurisdiction within the United States. Notwithstanding the foregoing, SDL shall have no obligation or liability to the extent that the alleged infringement arises from (i) the combination, operation, or use of SDL Software with products, services, information, materials, technologies, business methods or processes not furnished by SDL; (ii) modifications to the SDL Software, which modifications are not made by SDL; (iii) failure to use Updates to the SDL Software provided by SDL; (iv) use of the SDL Software except in accordance with the Documentation; (v) Customer Data; or (vi) SDL's compliance with any instructions, requirements or specifications provided or designated by Customer (circumstances under the foregoing clauses (i) through (vi) collectively, "**Customer Indemnity Responsibilities**"). Upon the occurrence of any claim for which indemnity is or may be due under this Section 9.1, or in the event that SDL believes that such a claim is likely, SDL may, at its option (a) appropriately modify the SDL Software so that they become non-infringing, or substitute functionally equivalent software or services; (b) obtain a license to the applicable third-party intellectual property rights; or (c) terminate the relevant Order or this Agreement on written notice to Customer and refund to Customer a portion of the license fees paid by Customer, pro-rated over the relevant Subscription Term on a straight-line basis. The obligations set forth in this Section 9 shall constitute SDL's entire liability and Customer's sole remedy for any actual or alleged infringement or misappropriation.
- 9.2. **Indemnification by Customer.** Customer shall indemnify, hold harmless, and, at SDL's option, defend SDL from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with Customer Indemnity Responsibilities.
- 9.3. **Indemnity Proceedings.** The indemnity obligations set forth in Sections 9.1 and 9.2 are conditional upon the Party seeking an indemnity (the "**Indemnified Party**") giving the **Indemnifying Party** (i) prompt written notice of the claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as the Indemnifying Party may reasonably request, at its expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, the Indemnifying Party shall not settle any third party claim against the Indemnified Party unless such settlement completely and forever releases the Indemnified Party with respect thereto or unless the Indemnified Party provides its prior written consent to such settlement. In any action for which the Indemnifying Party



provides defense on behalf of the Indemnified Party, subject to the limitations above, the Indemnified Party may participate in such defense at its own expense by counsel of its own choice.

10. **TERM AND TERMINATION.**

- 10.1. **Agreement.** This Agreement shall become effective upon the Effective Date and shall remain in full force and effect, for the term indicated in any and all applicable Orders or Addenda (the “Term”), unless earlier terminated as set forth below. The Customer takes full responsibility for the effect of not terminating an Order within the time prescribed therein and accepts the additional fees and costs associated with such an event. In addition, any and all time and expenses shall be billed to the customer according to our standard schedule of fees for ongoing renewals.
- 10.2. **Renewal.** Unless otherwise stated in an Order or Work Statement, this agreement and all Subscription Terms for SDL Software and Support Services shall automatically renew for successive Terms of equal length if not canceled or amended, in writing, by either of the Parties at least ninety (90) days prior to the end of the existing Term.
- 10.3. **Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter (i) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (ii) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.
- 10.4. **Termination Upon Bankruptcy, Insolvency, Etc.** Either Party may terminate this Agreement immediately upon written notice after the other Party has executed a general assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days. Notwithstanding the foregoing, Customer shall retain all rights granted to licensees under the US Bankruptcy Code for fully paid-up perpetual licenses.
- 10.5. **Termination of Individual Addenda.** In addition to each Party’s rights under Sections 9.1, 9.2, and 9.3, each Party may terminate any particular Work Statement according to any provision therein permitting such termination, provided that this Agreement (including these General Terms and any other Addenda) shall remain in full force and effect in accordance with their respective terms.
- 10.6. **Termination of Individual Work Statements.** Either Party may, at its sole option and for its own convenience, terminate any or all Work Statements for Professional Services in effect upon fifteen (15) days prior written notice. Upon such termination, the Parties shall inform each other of the extent to which performance has been completed through such date, and collect and deliver all work in process. In the event of termination, the Parties agree to wind up their work in a commercially reasonable manner and to preserve and deliver items of value created prior to termination. SDL shall be paid for all work performed and expenses incurred through the date of termination.
- 10.7. **Accrued Obligations.** Termination of this Agreement and/or any particular Work Statement shall not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Addendum to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement or any Work Statement as permitted by any provision in this Section 9 shall incur no additional liability merely by virtue of such termination.
- 10.8. **Cumulative Remedies.** Termination of this Agreement and/or any applicable Work Statement, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the



- Parties and shall be without liability for any loss or damage occasioned thereby. Except as otherwise expressly stated in this Agreement, all remedies specified in this Agreement are cumulative with any other remedies that may be available at law or in equity.
- 10.9. **Effect of Termination.** Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (iv) shall promptly pay all amounts due and remaining payable hereunder. Notwithstanding the foregoing, neither Party shall be required to remove copies of the other Party's Confidential information from its backup media and servers, email archives, or other archival systems where doing so would be commercially impracticable. In addition, the foregoing destruction and return obligation shall be subject to any retention obligations imposed on a party by law or regulation. Any amounts prepaid are non-refundable.
- 10.10. **Survival of Obligations.** The provisions of Sections 2.1, 3.6, 3.7, 3.17, 4.3, 4.4, 5, 6, 7, 8, 9.5, 9.6, 9.7, 9.8 and 10, as well as Customer's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.
11. **GENERAL PROVISIONS.**
- 11.1. **Nonsolicitation.** Customer acknowledges and agrees that the employees and consultants of SDL are a valuable asset to SDL and are difficult to replace. Accordingly, Customer agrees that, for a period of one (1) year after the termination or expiration of this Agreement, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any SDL employee or consultant who performs hereunder. Customer agrees that for each individual that Customer hires in violation of this Section, Customer shall pay to SDL liquidated damages equal to fifty percent (50%) of the annual cumulative value of salary and benefits paid or payable to that individual by either Customer or SDL, whichever amount is greater.
- 11.2. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein. The General Terms, the Addenda and related Orders are the sole terms and conditions governing the subject matter hereof. Any terms and conditions which may appear as pre-printed language or otherwise be on, attached to, or inserted within any order forms, quotes, invoices, bills, or other similar forms or documents issued by Customer shall be of no force or effect even if such forms or documents are accepted by SDL. Failure by Customer to provide SDL with a purchase order does not excuse Customer from timely payment of fees in the amounts, or in the manner, agreed upon in the applicable Order or the Agreement.
- 11.3. **Issuance of Work Statements.** Customer may request that SDL perform services by delivering a written request describing the proposed Professional Services. SDL shall prepare a draft work statement as an exhibit to this agreement (each, a "**Work Statement**"). Such Work Statement shall describe the fees, costs and expenses payable by Customer to SDL in connection with the performance of such services. Customer, before the expiration date listed on the Work Statement, shall notify SDL of its acceptance of such Work Statement. Until the acceptance in writing of the proposed Work Statement, SDL shall have no obligation to perform the proposed Professional Services. Each Work Statement, regardless of whether it relates to the same subject matter as any previously executed Work Statement(s), shall become effective upon execution by authorized representatives of both Parties. In the event of a conflict between a Work Statement and the Agreement, the Agreement shall govern.
- 11.4. **Modifications.** Customer may at any time request a modification to the Professional Services to be performed pursuant to any particular Work Statement by written request to SDL specifying the desired modifications. SDL shall, within a reasonable time following receipt of such request,

- submit an estimate of the cost for such modifications and a revised estimate of the time for performance of the Professional Services pursuant to the Work Statement. If accepted in writing by Customer, such modifications in the Work Statement shall be performed under the terms of this Agreement. Modifications in any Work Statement shall become effective only when a written change request is executed by authorized representatives of both Parties.
- 11.5. **Independent Contractors.** In making and performing this Agreement, Customer and SDL act and shall act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.
- 11.6. **Notices.** All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Customer, as set forth on the Cover Page, or if to SDL, as follows:SDL MAILING ADDRESS. Or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.
- 11.7. **Amendments; Modifications.** This Agreement may not be amended or modified except in a writing duly executed by the Party against whom enforcement of such amendment or modification is sought.
- 11.8. **Assignment; Delegation.** Customer shall not assign any of its rights or delegate any of its duties hereunder without the prior written consent of SDL, and, absent such consent, any attempted assignment or delegation shall be null, void, and of no effect.
- 11.9. **No Third Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors, and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
- 11.10. **Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.
- 11.11. **Waiver.** No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.
- 11.12. **Force Majeure.** Except with respect to payment obligations under this Agreement, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay shall not be deemed to constitute a material breach of this Agreement, but such obligation shall remain in full force and effect, and shall be performed or satisfied as soon as reasonably



- practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days may terminate this Agreement upon thirty (30) days written notice.
- 11.13. **Disputes.** If a dispute arises under or in connection with this Agreement, the parties shall promptly use reasonable efforts to resolve the dispute in accordance with the procedures set out herein. The party raising the dispute shall notify the other party in writing. The parties shall then work in good faith to resolve the dispute within ten (10) business days from the date of the written notice. If the dispute is not resolved within the initial ten (10) business days, either party may escalate the matter by sending a written notice to move the dispute to the first level of escalation. If the dispute remains unresolved within ten (10) business days after the first escalation, either party may further escalate the dispute by providing a written notice to the second level of escalation. If the dispute remains unresolved two (2) months after the second escalation notice, either party may pursue any other remedy available under this Agreement. Notwithstanding the steps above, nothing in this Agreement prevents either party from seeking injunctive relief from a court of competent jurisdiction, in addition to any other remedies available at law or in equity.
- 11.14. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED WITHIN THE STATE OF DELAWARE.
- 11.15. **U.S. Government End-Users.** Each of the components that constitute the SDL Software and Documentation is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R.12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the SDL Software with only those rights set forth herein.
- 11.16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.
- 11.17. **Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.
- 11.18. **Electronic Acceptance and Execution.** This Agreement and associated Addenda and Orders may be accepted and executed in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent, including DocuSign, EchoSign, and other similar services) and acceptance using these means will be deemed binding between the parties. The Parties will not contest the validity or enforceability of this Agreement and Addenda and Orders, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.



SPATIAL DATA LOGIC LLC.

Customer: City of Wood River

Name

Name

Title

Title

Signature

Signature

Date

Date

RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WOOD RIVER AND SOFTWARE SOLUTIONS INC. FOR SOFTWARE SERVICES

WHEREAS, the City of Wood River, Madison County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City desires to retain Software Solutions Inc. ("SSI") for software services ("Software"); and

WHEREAS, SSI has submitted a Professional Services Agreement for the Software, which includes license grant and right of access to Software for an amount pursuant to the following:

Software & Services -	\$106,775.00 (one-time fee)
Software Assurance Plan for Support and Maintenance -	\$28,250.00 (annually)

(see "SSI Proposal," attached hereto as **Exhibit A**); and

WHEREAS, City finds that the terms of the SSI Proposal (see **Exhibit A**) are fair and reasonable, and City has determined the SSI Proposal should be approved; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare of City to approve the SSI Proposal (see **Exhibit A**); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute and date the SSI Proposal and any other documents necessary to give it effect (see **Exhibit A**).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Wood River as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River, Illinois.

Section 2. The SSI Proposal (**Exhibit A**) is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City, to execute and date the SSI Proposal and any other documents necessary to give it effect (see **Exhibit A**).

Section 4. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Wood River, Illinois, and deposited and filed in the Office of the City Clerk, on the 6th day of July 2026, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

Danielle Sneed
City Clerk
City of Wood River
Madison County, Illinois



Wood River, IL - VIP Product Suite - Proposal

Quote

Prepared For:
Wood River, City of (IL)
 Karen Weber
 111 North Wood River Avenue
 Wood River, IL 62095
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Prepared by:
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Date Issued:
06.11.2026
 Expires:
07.31.2026

Software & Services	Price	Qty	Ext. Price
VIP ACCOUNTING			
VIP Accounting Suite License	\$30,000.00	1	\$30,000.00
General Ledger Purchasing Accounts Payable Accounts Receivable Cash Receipts Miscellaneous Receipts Bank Reconciliation Project/Grant Management Departmental Approval Workflows (Purchasing, Invoicing, & Budget Adj.)			
VIP Accounting Conversion, Training, and Configuration & Implementation Services	\$20,000.00	1	\$20,000.00
Data conversion includes current year, plus up to 6 years of history. Includes implementation, training, and project management.			
Early Adapter Discount - VIP Accounting	(\$20,000.00)	1	(\$20,000.00)
Subtotal VIP Accounting Suite			\$30,000.00
VIP PAYROLL			
VIP Payroll Suite License	\$25,000.00	1	\$25,000.00
Time Entry Import Template Departmental Approval Workflows VIP Employee Portal - Includes employee self-service (W-2's, paystubs, leave balances, and news and information)			
VIP Payroll Conversion, Training, and Configuration & Implementation Services	\$15,000.00	1	\$15,000.00
Data conversion includes current year, plus up to 6 years of history. Includes implementation, training, and project management.			
Early Adapter Discount - VIP Payroll	(\$15,000.00)	1	(\$15,000.00)
Subtotal VIP Payroll Suite			\$25,000.00
VIP UTILITY BILLING			
VIP Utility Billing Suite License	\$15,000.00	1	\$15,000.00
Reading File Set Up & Configuration AMR - Sensus Configuration Work Orders Inventory Management General Billing Bill File Set Up & Configuration SSI Pay Web Portal - Requires separate contract with payment processing provider			



	Price	Qty	Ext. Price
Software & Services			
VIP Utility Billing Conversion, Training, and Configuration & Implementation Services Data conversion includes current year, plus up to 6 years of history. Includes implementation, training, and project management.	\$15,000.00	1	\$15,000.00
Early Adapter Discount - VIP Utility Billing	(\$10,000.00)	1	(\$10,000.00)
Subtotal VIP Utility Billing Suite			\$20,000.00
VIP BUDGETING & ANALYTICS			
VIP Budgeting & Analytics Cloud Suite License Budget Builder (w/Dept access) & Forecasting Custom Report Builder Tool Financial Dashboard Visuals	\$10,000.00	1	\$10,000.00
VIP Budgeting & Analytics Training, and Configuration and Implementation Services	\$5,000.00	1	\$5,000.00
VIP Analytics Personnel Budgeting License	\$2,000.00	1	\$2,000.00
VIP Analytics Personnel Budgeting Training, and Configuration and Implementation Services	\$2,000.00	1	\$2,000.00
Subtotal VIP Analytics Suite			\$19,000.00
ADDITIONAL PRODUCTS & SERVICES			
Chart of Account Renumbering	\$6,750.00	1	\$6,750.00
Technical Set Up Services for VIP Cloud	\$1,700.00	1	\$1,700.00
Post Live Training	\$0.00	2	\$0.00
Ultimate Edge Standard - Check Processing Solution with Positive Pay	\$4,325.00	1	\$4,325.00
Subtotal Additional Products & Services			\$12,775.00
Subtotal:			\$106,775.00

	Amount
Quote Summary	\$106,775.00
Software & Services	
Total:	\$106,775.00

Additional Terms

Software prices quoted are valid for 90 days.

Payment Terms for Service Fees:

10% down is required at time of signing. *Non-Refundable*
60% due when sandbox is delivered.
30% due on Go Live scheduled date.

The City may choose an interest-free payment plan for up to four years, allowing the one-time cost to be allocated across multiple budget cycles.

Annual Fees:

The Software Assurance Plan for Support and Maintenance which includes the VIP Product Suite (outlined above), Cloud Hosting and Software for Life is \$28,250 annually and begins when provided login credentials to VIP Classroom Database. (Estimated to be invoiced 90 - 120 days after signing.)

VIP Edge Checks signing solution includes two digitized signatures, one positive pay bank, maintenance for two workstations, and online installation and training. Additional signatures and positive pay banks will be quoted upon request.

Data Conversion & Implementation:

For this project, the City has requested to convert data for Accounting, Payroll, and Utility Billing. Data must be provided to Software Solutions in an acceptable format and must conform to the Visual Intelligence Portfolio Generic Import Definitions document, available at the City's request. The scope of conversion into each database is defined below. As



part of this process the City is agreeing to give Software Solutions permissions to obtain your legacy data, put it on Software Solutions Inc. network, transform it into the VIP format, and return this data back to customer for the sandbox and the live conversion.

The live database will include the following data:

- Accounting – current year plus 6 years of historical data
- Payroll – current year plus 6 years of historical data
- Utility Billing - current year plus 6 years of historical data

Conversion for the VIP Accounting, Payroll, and Utility Billing is quoted for the current year and 6 years of history pending data is provided and in the required format. Additional years of data may be requested by the City for an additional cost. Conversion for each individual application can only be done from one data source. Software Solutions will not combine two data sources for any one application. Data conversions consist of a test conversion and a live conversion.

SSI will need access to the City's server to confirm current MSI (Harris) and MuniLink data is in the expected format. Conversion will be dependent upon the data being in an acceptable format.

The VIP software utilizes blank stock printing for W2s and 1099s and emailing paystubs are included with the application.

Applications include electronic banking capabilities as part of the applications. These include such things as ACH, Direct Deposit, EFT, etc.

VIP Analytics includes base installation and configuration of standard templates for VIP Budgeting, Reporting and Consoles with the additional module: Personnel Budgeting. Additional services can be quoted on a per project basis. Scope document available upon request.

Concurrent licenses allow access to all applications with proper security.

Statement of Work for Renumbering

Software Solutions will:

- Conduct an initial meeting to determine the needs and outline a plan.
- Provide a re-number chart of account (COA) template for cross-reference data.
- Provide a template for account access import.
- Provide instructions on how to confirm account changes to payroll.
- Provide a template for account number levels import.
- Review the completed re-number test system.
- Build and deliver a re-number test system.
- Provide troubleshooting and rebuild the test system as needed.
- Execute the renumbering COA into the system.

Your entity will:

- Meet with Software Solutions to select a COA structure

○ TFFF-AAA-DD-GB000

- TFFF- Fund
- AAA- Program
- DD- Department
- G- General Fund
- B- Object grouping
- 000- Object

○ TFFFDD-AAA-GB000

- TFFF- Fund
- DD- Department
- AAA- Program
- G- General Fund
- B- Object grouping
- 000- Object

- Prepare and provide cross-reference data to Software Solutions.
- Complete the re-number COA template based on the cross-reference data.
- Complete the account access template.



- Complete and review updates to payroll account overrides.
- Complete the account number levels Import.
- Test results after delivery of test system and ensure it is in balance.
- Import account access template.
- Complete all payroll account number overrides with new COA information.
- Import account number levels Import.
- Test results after delivery of live system and balance fund totals.

Post Live Training

A standard workday includes 6 hours. Clients must schedule and utilize the allotted hours within 180 days of the go-live date. If the necessary time is not scheduled within this period, the project will be closed. Unused hours do not carry over or accumulate beyond this timeframe.

Missed, rescheduled, or cancelled appointments without at least 24-hours' notice may result in forfeited time.

VIP Cloud Notes

This subscription requires a minimum three-year commitment, with annual subscription fee increases capped at 5% during the initial three-year term.

Receipt Printing, Check Printing, and other City misc. programs may still require on-site hardware resources.

As quoted VIP Cloud includes one live instance of VIP Database. Optionally, the City can continue to utilize the VIP Sandbox Database after you are live for \$4,600/year.

Not included in this quote is VIP Asset Management. Should the City wish to implement this module, it can be quoted at a later date at then current prices.

To proceed with this order, please return signed quote with purchase order number and signed SLA to:
ebeaty@mysoftwaresolutions.com

Acceptance

Printed Name: _____
Signature: _____
Title: _____
Purchase Date: _____



Software Solutions

Personal Attention. Public Solutions.

FRAMEWORK SERVICES, SUPPORT, AND LICENSE AGREEMENT

This Framework Services, Support, and License Agreement, together with any accompanying documents, such as a Statement of Work (“SOW”), Terms of Use (“Terms”), and End-User License Agreement (“EULA”), if applicable, (collectively, the “Agreement”) is made as of July 6, 2026 (“Effective Date”) by and between Software Solutions, Inc. (“SSI,” “Software Solutions,” “Company,” “we,” or “us”) and City of Wood River (“Client”), having its principal place of business at 111 North Wood River Avenue, IL 62095. Each may be referred to individually as a “Party” or collectively as the “Parties.”

1. SERVICES

- *SOWs; Access.* All software programs, related documentation, and services to be performed or provided by SSI under this Agreement (collectively, the “Services”) shall be mutually agreed to by SSI and Client and documented in a Statement of Work signed by an authorized representative of each party (“Statement of Work” or “SOW,” attached hereto as Exhibit A). Unless otherwise stated, the Services include related websites and applications, including mobile applications, as well as all updates, future versions, corrections, replacements, enhancements and improvements provided by SSI under this Agreement. If there is any conflict between the terms of this Agreement and the terms of a SOW, the terms of the SOW shall govern. Subject to Client’s compliance with the terms of this Agreement, SSI will allow Client and the Authorized Users (as defined in Section 1616602985.□ below) to access and use SSI’s proprietary Services. Client’s, as well as its authorized user’s, access to the Services will be subject to any and all limitations specified in the SOW as well as any accompanying Terms and EULA, if applicable.
- *Services Availability.* SSI will take commercially reasonable steps to keep the SaaS Services operating smoothly and efficiently. However, since the SaaS Services operate using computer equipment, computer software programs, and the Internet, SSI shall not be responsible for delays or service interruptions, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures or deficiencies of Client’s equipment, or Client’s failure to meet its responsibilities under this Agreement. Service interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Client’s daytime business activities. For unscheduled service interruptions attributable to causes within SSI’s reasonable control, as SSI’s sole obligation and Client’s exclusive remedy, SSI shall make reasonable efforts to restore the Services.
- *Support Services.* If requested by Client in the SOW, SSI will provide support services, implementation, training, and other such services to Client as specified in the SOW. Client acknowledges that SSI’s ability to deliver the support services in a good and timely manner for the specified fees requires Client’s cooperation and performance of its responsibilities under this Agreement and the applicable SOW.

2. SOFTWARE LICENSE

- *License Grant.* Subject to the terms and conditions of this Agreement, and in consideration of Client's payment of the license fees, SSI grants Client a nonexclusive, and nontransferable license to use the Services. This license shall terminate upon the termination of this Agreement.
- *Proprietary Rights.* Client acknowledges that the Services, and associated formats, screen displays, and menu features, and all derivative works, constitute copyrighted works protected by federal and international copyright laws and are owned by SSI or its licensors. The Services and all copies, versions, and derivative works of the Platform shall remain the sole property of SSI and/or its licensors. Client shall not make and shall not permit anyone else to utilize, have access to, or make any copies of the Services, except as necessary in connection with its authorized use. All such copies must include all proprietary rights notices contained in the Services. Client shall use, and may duplicate, the reports generated through the Services for its internal purposes only, and shall not publish or disclose the reports to any third party. Except as otherwise permitted in this Agreement, Client shall not allow any third party to access or use the Services. Client shall not modify or create any derivatives of the Services. Client shall not decompile or otherwise reverse engineer or decode the Services, attempt to do so, or assist any third parties in the same. Client shall not take, directly or indirectly, any action that may in any way lead to the unauthorized dissemination, reproduction, access, or use of the Services. Client shall not export the Services or any product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America. The foregoing export restriction shall survive termination of this Agreement.
- *Survival; Injunctive Relief.* Client's obligations under this Section shall survive termination of this Agreement. Client acknowledges that a breach of its obligations under this Section will cause irreparable harm to SSI and/or its licensors for which monetary damages would be inadequate. SSI and/or its licensors will be entitled to injunctive relief for any such breaches, whether threatened or actual.

3. CLIENT RESPONSIBILITIES

- *Compliance with Law.* Client shall comply with all applicable laws, rules, and regulations of all jurisdictions in which it accesses and uses the Services, including, but not limited to, all laws, rules, and regulations regarding using, storing, securing, and transmitting data and third-party rights (including, but not limited to, data privacy and intellectual property rights). Client shall ensure, to the best of its ability, all Authorized Users (defined below) do the same. The foregoing obligation shall survive termination of this Agreement.
- *Authorized Users.* Client shall be responsible for identifying those users who are authorized by Client to access the Services ("Authorized Users"). Client shall require each Authorized User to safeguard his or her username and password for accessing the Services and otherwise comply with the provisions of this Agreement. An Authorized User may not disclose his or her username and password to any other person, including another Authorized User. If Client determines that another person has gained to an Authorized User's username and password, or that anyone has wrongfully accessed the SaaS Services, Client shall promptly notify SSI. Client is responsible for misuse of the Services by Authorized Users and by unauthorized users who gain access due to Client's or any Authorized User's failure to maintain security.
- *Operations.* For both on-premise software and SaaS, Client is responsible for the operational aspects of accessing the Services, including, but not limited to, (a) acquiring, installing, and maintaining

computer equipment and computer software programs at its premises compatible with and as necessary to use the Services, (b) obtaining access to the Internet, (c) downloading and installing any necessary plug-ins, software updates, and data backups, (d) determining the accuracy of all data it uploads to and downloads, and (e) adopting reasonable policies, procedures, and quality assurance measures to limit Client's exposure with respect to potential losses and damages arising from use, nonuse, errors and omissions of the Services or the results thereof, and system downtime, including, but not limited to, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or damaged data or media, reconstructing data, and providing network security. For on-premise software, Client is solely responsible for data backups and software updates and SSI is not responsible for loss of data or issues caused by failure to update or adequately patch the software. For SaaS software, SSI shall perform data backups and software updates as reasonably needed to continue functionality of the Services within a reasonable timeframe. For any major software releases, Client shall be notified in advance in writing where reasonably practicable. Minor patch updates may be requested in writing via a support ticket submitted by the Client or as otherwise outlined in the SOW. SSI is not responsible and makes no assurances regarding potential losses and damages arising from use, nonuse, errors and omissions of the Services or the results thereof, and system downtime, including, but not limited to, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or damaged data or media, reconstructing data, and providing network security.

4. FEES AND PAYMENT

- *Fees.* Client shall pay SSI the fees ("Fees"), as specified in the SOW. Additionally, Client shall reimburse SSI for reasonable expenses for travel, lodging, meals, and other out-of-pocket expenses incurred by SSI on Client's behalf. All Fees and expenses are due as incurred, unless otherwise provided in the SOW. Fees are subject to change at any time, based on SSI's sole discretion. During the initial three (3) years following the Effective Date of this Agreement, annual fee increases shall not exceed five percent (5%) per year. At the conclusion of the initial three-year term, SSI shall determine the appropriate percentage increase and adjust accordingly for any subsequent renewal term(s). Upon termination, as discussed in Section 8, Client shall be reimbursed based on a pro-rated quarterly schedule.
- *Taxes.* The fees set forth do not include taxes. Where applicable, Client shall pay when due or, if necessary, reimburse SSI for, (a) all sales, use, property, excise, and other similar taxes, and (b) penalties and interest arising from Client's failure to pay such taxes timely, to the extent any of the foregoing result from any activities under this Agreement, exclusive of taxes based on SSI's net income or corporate franchise. If Client has tax exempt status, it shall supply SSI with its tax-exempt certificate and/or number as necessary. Taxes are due as assessed.
- *Invoices and Payment.* Client shall pay all amounts due under this Agreement, except those disputed in good faith, upon receipt of the invoice. If Client fails to pay any of such amounts for 30 days, SSI shall have the right to suspend Client's access to the Services. SSI additionally may charge interest on past due amounts at a rate of 1.5% per month, calculated daily and compounded monthly, or the highest rate permitted under applicable law. Client shall reimburse SSI for all reasonable costs of collection of past due amounts, including, but not limited to, attorney fees and collection agency charges.

5. REPRESENTATIONS AND WARRANTIES

- *By Client.*

Client represents and warrants that (a) it has the authority to enter into and be bound by this Agreement; (b) it shall comply materially with this Agreement, and (c) it shall abide by all laws applicable in the jurisdiction where it utilizes the Services and where SSI conducts business.

- *By SSI.*

SSI represents and warrants that: (a) it has the authority to enter into and be bound by this Agreement; (b) the Services shall comply materially with this Agreement; (c) the Services will be of professional quality conforming to the applicable generally accepted industry standards, and will be performed in a good and timely manner, and (d) the Services do not infringe the intellectual property rights of any third parties. As SSI's sole responsibility and Client's exclusive remedy, in the event of any material failure to meet such standards, SSI shall make all reasonable efforts to correct any such failure.

With respect to the Services, SSI warrants to Client for a period of ninety (90) days after the initial module scheduled live date that the software will operate substantially in accordance with the specifications as described in the SOW when properly used and unmodified by the Client.

- *Disclaimer.*

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SSI MAKES NO WARRANTY (i) THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (ii) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (iii) THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT CLIENT'S DISCRETION AND RISK AND CLIENT IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM SSI OR THROUGH OR FROM THE SERVICES CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SSI MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. SSI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

6. INDEMNITIES AND LIABILITIES

- *Indemnification by Client.* Client shall indemnify and hold SSI harmless from and against all claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) Client's and the Authorized Users' use of the Services, except to the extent arising from SSI's gross negligence or willful misconduct, and (b) Client's material breach of this Agreement.
- *Indemnification by SSI.* SSI shall indemnify and hold Client harmless from and against all third-party claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with SSI's gross negligence or willful misconduct. In addition, if Client receives a claim that the use of the Services infringes a United States of America patent,

copyright, trade secret, or other intellectual property right, and Client promptly notifies SSI in writing, and gives SSI all necessary information and assistance and the exclusive authority to evaluate, defend, and settle such claim, SSI (or its licensors) will indemnify and hold Client harmless from all damages and expenses, including court costs and reasonable attorney fees, incurred or awarded as a result of the claim. The foregoing indemnity will not apply to infringement claims related directly or indirectly to any specifications of Client, Client's modification of the Services, or Client's use of the Services in combination with anything not furnished by SSI. This Section 6.2 states SSI's entire obligation and liability with respect to any infringement claim.

- *Limitation of Liability.* The total liability of SSI for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the Services or any other services under this Agreement shall not exceed the amounts paid by Client to SSI under this Agreement during the 12 months immediately preceding the claim.
- *Exclusion of Liability.* SSI SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR BY DELAYS IN OR INTERRUPTIONS OF ACCESS TO THE WEB SITE, THE SERVICES, OR THE SOFTWARE. IN NO EVENT SHALL SSI, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, INCURRED BY CLIENT OR ANY THIRD PARTY, EVEN IF SSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- *Survival.* The indemnification obligations and the limitations of liability under this Agreement shall survive the termination of this Agreement.

7. CONFIDENTIALITY OBLIGATIONS

- *Confidential Information.* "Confidential Information" means all competitively sensitive, secret, or otherwise confidential business, financial, marketing, or technical information, and other confidential information belonging to or in the possession of Discloser disclosed to Recipient, whether communicated orally or in writing or obtained by Recipient through observation or examination of Discloser's facilities, procedures, or activities. Notwithstanding the foregoing, Confidential Information does not include information (a) rightfully known by Recipient at the time of its initial disclosure by Discloser, (b) rightfully disclosed to Recipient without obligation of confidentiality by a third party, (c) in the public domain or that enters the public domain other than by the unauthorized acts of any person, or (d) independently developed by Recipient. "Discloser" means the party disclosing the Confidential Information under this Agreement. "Recipient" means the party receiving the Confidential Information under this Agreement. Each of SSI and Client is Discloser with respect to its Confidential Information and Recipient with respect to the other party's Confidential Information.
- *Protection.* Recipient shall preserve in strictest confidence all of the Confidential Information and shall at all times protect the Confidential Information through the highest commercially reasonable standard of care. Recipient shall take appropriate steps to ensure that persons authorized to have access to the Confidential Information refrain from any unauthorized reproduction or disclosure of the Confidential Information. Recipient shall not copy, transfer, or otherwise disclose to any person the Confidential Information, or any associated materials derived or developed from the Confidential

Information, without the express written approval of Discloser, except that Recipient may make one copy of the Confidential Information and create reasonably needed abstracts of the Confidential Information, but only for its internal use in connection with the purposes of this Agreement. Recipient shall include the Confidential Information's proprietary and confidentiality notices, or, if there is no such notice, shall mark "CONFIDENTIAL", on all copies and abstracts of the Confidential Information, in whole or in part and in any form, made by Recipient. The Confidential Information, all copies and abstracts made by Recipient, and all associated materials derived or developed from the Confidential Information are and shall remain the sole property of Discloser. Recipient may disclose the Confidential Information when Recipient is required by law to do so, provided Recipient takes all reasonable steps to limit the disclosure of the Confidential Information to the maximum level allowed, and further provided Discloser is given prompt written notice of the required disclosure and a reasonable opportunity to contest the disclosure and obtain a protective order.

- *Injunctive Relief.* Recipient acknowledges that breach of its obligations under this Section will cause irreparable harm to Discloser, its customers, and/or its suppliers for which monetary damages would be inadequate. Discloser, its customers, and/or its suppliers shall be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or equity.
- *Survival.* The obligations under this Section shall survive termination of this Agreement, except with respect to non-trade secret confidential information to the extent applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of this Agreement.

8. TERM AND TERMINATION

- *Term.* This Agreement shall commence on the Effective Date and shall continue for three (3) years, unless otherwise specified on the SOW (the "Term"). Thereafter, this Agreement shall renew for successive renewal terms as set forth in the applicable Statement of Work or as otherwise agreed by the parties, until this Agreement is otherwise terminated.
- *Termination for Convenience.* SSI may terminate this Agreement in its sole discretion upon sixty (60) days' prior written notice to the Client. Client may terminate this Agreement by providing written notice to SSI at least sixty (60) days before the Term renewal date.
- *Termination for Adverse Status.* Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.
- *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The non-defaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within thirty (30) days after receipt of the notice or, if the default is not curable within such 30-day period and the defaulting party has not taken commercially reasonable measures within such 30-day period to begin curing the default, the non-defaulting party may terminate this Agreement by giving written notice to take effect upon receipt. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.

- *Additional Right.* In addition to the rights set forth in Section 1616602985.□ above, if Client fails to pay any fees or charges due under this Agreement, except those disputed in good faith, for thirty (30) days, or fails to carry out any other material obligation under this Agreement, SSI may, at its option, suspend Client's access to the Services, upon ten days' prior written notice. Unless this Agreement is terminated pursuant to Section 1616602985.□ above, upon Client curing the default, SSI shall resume any suspended Services.
- *Effect of Termination.* No termination of this Agreement shall release Client from any obligation to pay SSI any amount that has accrued or becomes payable at or prior to the date of termination or the end of the initial term, whichever is later. No suspension of access to the Services under Section 1616602985.□ above shall release Client from any obligation to pay SSI any amounts due under this Agreement. Client shall not be entitled to any refund of any amounts paid to SSI as a result of a termination based on Client's default. Upon termination of this Agreement, Client's data residing on the Web Site will be deleted and will not be recoverable thereafter. Within ten days after the effective date of any termination, each party shall return or destroy all materials or media containing any of the other party's Confidential Information, including any information, records, and materials developed on the basis of such Confidential Information.

Within thirty days of the date of termination of this Agreement by either party for any reason, Client shall return to SSI the Services and any copies or documents relating to the Services in its possession, custody or control, including any and all physical embodiments, documentation, or other materials or copies related to such Services, and shall also erase from all computer storage any image or copies thereof, as certified by the Client in writing. Copies of reports, listings or other forms of computer output (whether electronic, print, or any other format) which consist of Client's own processed or raw data or other such information in which SSI or third party licensors have no proprietary interest may be retained by Client.

9. INDEPENDENT CONTRACTOR

SSI is an independent contractor. Nothing in this Agreement shall in any way be construed as creating a partnership, joint venture, agency or employer-employee relationship between Licensee and SSI. Licensee is not authorized to, and shall not undertake or assume, any obligation of any kind, express or implied, or to conduct any business, on behalf of SSI.

10. THIRD PARTY PRODUCTS AND SERVICES

- *Third Party Products.* SSI may offer to supply or license certain products or services as a reseller that are made or provided by a third-party supplier or manufacturer and not SSI (collectively, "Third Party Products and Services"). Notwithstanding any other provision of this Agreement to the contrary, Third-Party Products and Services are solely subject to the license, warranty, indemnity, support, and other terms provided by the third party, if any. Any warranty or indemnity claims against SSI in relation to any Third-Party Products and Services are expressly excluded. In no event will SSI be liable to Client for any damages to the extent resulting from any Third-Party Products and Services. Third Party Products and Services are provided by SSI "AS IS" without representation or warranty. SSI will assign, and hereby does assign, to Client any warranties provided by a third party relating to the Third-Party Products and Services that SSI is able to assign. Client may not terminate this Agreement or any SOW based on the actions or inactions of any third party or any actual or perceived deficiencies related to any Third Party Products and Services.

- *Third Party License.* To the extent that any SOW provides for use of any Third-Party Products and Services, SSI will obtain the license rights for Client to use those Third-Party Products and Services. SSI is not responsible for the performance of any Third-Party Products and Services not attributable to SSI.

11. MISCELLANEOUS

- *Publicity.* SSI may use Client's name and logo to publicly identify Client as a SSI client in a press release, on SSI's websites, and through other public communications and client hereby grants SSI a license to use its trademarks and other intellectual property to do so. SSI may also produce and publicly distribute a case study regarding Client's use of the Services.
- *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Section 1616602985.□, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.
- *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by e-mail, telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth in the Contact Information section of the SOW or to such other address as shall be advised by either party to the other in writing. Notices shall be effective as of the date of receipt.
- *Third Party Beneficiaries.* SSI's licensors shall be third party beneficiaries under this Agreement.
- *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, United States of America, excluding its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- *Provisions Severable.* The provisions of this Agreement are severable. If any provisions are held to be invalid, unenforceable, or void, all other provisions shall remain valid. The failure of either party to require the performance of any term, condition or provision of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent enforcement of such term, condition or provision nor be deemed a waiver of any subsequent breach.
- *Acknowledgement.* EACH PARTY ACKNOWLEDGES THAT HE OR ITS AUTHORIZED REPRESENTATIVE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, EACH PARTY AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

- *Entire Agreement.* This Agreement, including each SOW, Terms, and EULA, if applicable, and all present and future incorporated attachments, schedules, appendices, addenda, and written amendments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by authorized representatives of the parties.

AGREED AND ACCEPTED:

City of Wood River

Software Solutions, Inc.

By: _____
(Signature)

By: _____
(Signature)

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)

RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WOOD RIVER AND RIGHT STUFF SOFTWARE CORPORATION FOR SOFTWARE SERVICES

WHEREAS, the City of Wood River, Madison County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City desires to retain Right Stuff Software Corporation ("RSSC") for software services ("Software"); and

WHEREAS, RSSC has submitted a Professional Services Agreement for the Software, which includes license grant and right of access to Software for an amount pursuant to the table below:

Consulting, Installation, Training -	\$12,000 initial setup, one-time fee
Licensing and Support -	\$900 per month for up to 92 FT and 68 PT/
seasonal users	
Off-Site Hosting -	\$175 per month for up to 92 FT and 68 PT/
seasonal users	
Including Rates of Pay on Electronic Timesheets -	\$200 per month for up to 92 FT and 68 PT/
seasonal users	

(see "RSSC Proposal," attached hereto as **Exhibit A**); and

WHEREAS, City finds that the terms of the RSSC Proposal (see **Exhibit A**) are fair and reasonable, and City has determined the RSSC Proposal should be approved; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare of City to approve the RSSC Proposal (see **Exhibit A**); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute and date the RSSC Proposal and any other documents necessary to give it effect (see **Exhibit A**).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Wood River as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River, Illinois.

Section 2. The RSSC Proposal (**Exhibit A**) is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City, to execute and date the RSSC Proposal and any other documents necessary to give it effect (see **Exhibit A**).

Section 4. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Wood River, Illinois, and deposited and filed in the Office of the City Clerk, on the 6th day of July 2026, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

Danielle Sneed
City Clerk
City of Wood River
Madison County, Illinois

RIGHT STUFF SOFTWARE CORPORATION

APPLICATION HOSTING AGREEMENT

END USER

This APPLICATION HOSTING AGREEMENT ("Agreement") is made by and between Right Stuff Software Corporation ("Right Stuff") whose mailing address is 700 Stonehenge Pkwy Unit A, Dublin, Ohio 43017, and the City of Wood River, Illinois, whose mailing address is 111 N. Wood River Avenue, Wood River, Illinois 62095 (the "Licensee").

FOR AND IN CONSIDERATION OF the mutual promises, covenants, and obligations contained herein, the parties hereby agree as follows:

1. GRANT OF LICENSE; TERM.

In accordance with the terms herein, Right Stuff grants to Licensee, and Licensee accepts from Right Stuff, a perpetual nonexclusive and nontransferable license ("Access License") to host the current object code version of Right Stuff Software's Precinct Manager Application ("Application"). Right Stuff will host the Application on Right Stuff's equipment or equipment leased or rented by Right Stuff. This Agreement provides the conditions and terms for the hosting environment and the ability to provide for the availability of the Application ("Service").

- (A) Length of Service. Licensee agrees to an initial thirty-six (36) month contractual term of service ("Initial Term") under this agreement. The length of contract required is based on the type of service desired by Licensee and shall be determined solely by Right Stuff. After the Initial Term, this Agreement shall continue for successive one (1) year periods ("Renewal Periods"), which shall automatically renew under the same terms and conditions set forth herein without further documentation being required, subject to Right Stuff's rights of revision as described in Section 2(B), and unless and until either party terminates the Agreement in accordance with Section 3.
- (B) Service Start Date. Service shall begin at the start of implementation.
- (C) Go Live date. The Go Live Date shall be the first date the licensee begins using the software in their production environment. This date will be communicated in an email from Right Stuff to the Licensee.

2. PRICE AND PAYMENT

Licensee shall make payment to Right Stuff for the Access License pursuant to the fees and payment terms set forth in Exhibit A.

- (A) Payment Due Date. Licensee agrees to pay all fees on invoices sent by Right Stuff, whether the invoice is sent by electronic mail or by US Postal mail, within sixty (60) days of receipt. Accounts that are delinquent may be canceled for nonpayment. To re-instate a canceled account, a new setup fee will be incurred at the then current rates, subject to approval of credit.

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- (B) Fee Increases. Right Stuff reserves the right to revise the fees at any time during a Renewal Period upon ninety (90) days' notice to Licensee of such proposed revisions, such revisions to take effect on the ninetieth day after such notice is given ("Effective Date"). If such proposed revisions are unacceptable to Licensee, Licensee may terminate this Agreement pursuant to the termination provisions herein. In the event that Licensee continues to use the Access License after the Effective Date of the fee increases, the Licensee is deemed to have accepted the revised fee(s) as proposed in the notice of the increased fees. For each Renewal Period, Right Stuff's fees may be subject to an annual increase not to exceed three percent (3%) per year calculated starting on the commencement of the initial term. Such annual increase, if any, shall be communicated by Right Stuff to Licensee on or before July 1 of the year prior to the Renewal Period which is subject to the annual increase.

3. TERMINATION

- (A) For Convenience. Either party may terminate this Agreement at any time on at least ninety (90) days written notice to the other. Such notice of intent to terminate shall provide a date at least ninety (90) days from the date of such notice, on which this Agreement shall be considered terminated ("Termination Date"). In the event the Licensee terminates this Agreement, Licensee shall pay to Right Stuff in full for the calendar month in which the Termination Date falls.
- (B) For Cause.
- (1) Either party may terminate this Agreement in the event the other party is in material breach of any provision of this Agreement upon at least ninety (90) days' prior written notice to the defaulting party. Upon receipt of notice of intent to terminate for breach, the defaulting party shall have ninety (90) days to cure the default. If the default is not cured within ninety (90) days, this Agreement shall be deemed terminated as of the date provided in the notice. In the event that Licensee terminates this Agreement for cause pursuant to this section, Right Stuff shall refund to Licensee the unamortized portion of the monthly license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Start Date under this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year.
 - (2) Notwithstanding the forgoing, Right Stuff may immediately terminate this Agreement and withdraw the Services in the event that in the sole discretion of Right Stuff, it determines that:
 - (a) Licensee is using the Service, or is allowing, authorizing or assisting the use of the Service, for illegal purposes; or
 - (b) Licensee is in breach of any law or any right of any third party, including but not limited to any right of copyright, trademark, or other property right of any person or entity; or
 - (c) Licensee downloads or installs third party software to Right Stuff's Website or computers without the express written authorization of Right Stuff.

4. SERVICE AVAILABILITY.

- (A) Right Stuff shall use commercially reasonable efforts to provide the Service on a twenty-four (24) hour a day, seven (7) days a week basis throughout the term of this Agreement.
- (B) Licensee hereby acknowledges that from time to time the Service may be inaccessible, inoperable, or interrupted for any reason including, without limitation:

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- (1) Equipment malfunctions;
 - (2) Periodic maintenance procedures or repairs that Right Stuff may undertake; or
 - (3) Causes beyond the control of Right Stuff or that are not reasonably foreseeable by Right Stuff including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures, acts of nature, third-party equipment and transmission failures, or security breaches.
- (C) Licensee further agrees that the availability of the Service may be inaccessible during periods of time for which Licensee has scheduled upgrades or downgrades to the Service or other hosted applications. Right Stuff will provide Licensee with at least forty-eight (48) hour prior notice of any anticipated downtime.

5. MAINTENANCE SERVICES.

Right Stuff will perform maintenance services as it determines are reasonably necessary to maintain the continuous operation of the hosted Application. Licensee agrees to periodically scheduled maintenance downtime periods. Right Stuff will provide at least twenty-four (24) hour prior notice of the anticipated maintenance downtime if such downtime will fall during normal working hours, except when emergency maintenance is necessary, in which case no prior notice shall be required.

6. BACKUPS.

Right Stuff shall use commercially reasonable efforts to back up the Licensee's data within the hosted Application. Licensee acknowledges that Right Stuff cannot guarantee availability of backups in the event of data loss.

7. HARDWARE, EQUIPMENT AND SOFTWARE.

Licensee is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary for Licensee to access the hosted Application. It is the responsibility of the Licensee to provide equipment that is compatible with the hosted Application.

8. CYBER INSURANCE

Right Stuff shall maintain cyber liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per incident and Two Million Dollars (\$2,000,000) aggregate. Right Stuff will make all reasonable efforts to maintain this insurance in force during the entire term of this Agreement.

9. WARRANTY.

- (A) Right Stuff represents and warrants that the Service and any maintenance services (collectively referred to as the "Services") performed under this Agreement shall be performed in a professional and workmanlike manner, and the Services will be performed and operated in accordance with its obligations as defined by this Agreement.

- (B) Licensee expressly agrees that use of the Service is at Licensee's risk. Neither Right Stuff, its employees, affiliates, agents, third-party information providers, merchants, licensors or the like, warranty that the Service will not be interrupted or error-free; nor does Right Stuff make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information serviced or merchandise contained in or provided through the Service, unless otherwise expressly stated in this Agreement.
- (C) RIGHT STUFF DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY BE SUFFERED BY THE LICENSEE INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES OR SERVICE INTERRUPTIONS BY ANY CAUSE OR ERRORS OR OMISSIONS OF THE LICENSEE. USE OF ANY INFORMATION OBTAINED BY WAY OF RIGHT STUFF IS AT THE LICENSEE'S OWN RISK, AND RIGHT STUFF SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES. RIGHT STUFF EXPRESSLY LIMITS ITS DAMAGES TO THE LICENSEE FOR ANY NONACCESSIBILITY TIME OR OTHER DOWN TIME TO THE PRO RATA MONTHLY CHARGE DURING THE SYSTEM UNAVAILABILITY. RIGHT STUFF SPECIFICALLY DENIES ANY RESPONSIBILITIES FOR ANY DAMAGES ARISING AS A CONSEQUENCE OF SUCH UNAVAILABILITY.
- (D) Except for willful misconduct or gross negligence by Right Stuff, for which there shall be no cap or limitation on damages claimed by the Licensee, under no circumstances, other than willful misconduct or gross negligence, will Right Stuff, its officers, agents or anyone else involved in creating, producing or distributing the Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Service.
- (E) Except for willful misconduct or gross negligence by Right Stuff, for which there shall be no cap or limitation on damages claimed by the Licensee, under no circumstances, other than willful misconduct or gross negligence, will Right Stuff, its officers, agents or anyone else involved in creating, producing or distributing the Service be liable for any direct, indirect, incidental, special or consequential damages that result from loss of data within the hosted Application, servers, databases, and backups resulting from, but not limited to, file corruption, communication failure user error, application errors or failures, unauthorized use or access. Right Stuff will not be liable for the results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays and operation, or transmission or failure of performance whether or not limited to acts of nature, communication failure, theft, destruction or unauthorized access to our records, programs or services. Licensee acknowledges that this paragraph shall apply to all content within the hosted Application, information and data on the server, any physical or virtual server, computer, hardware, software, paper files that Right Stuff maintains, operates or stores.
- (F) Except for willful misconduct or gross negligence by Right Stuff, for which there shall be no cap or limitation on damages claimed by the Licensee, Licensee's exclusive remedy for all damages, losses and causes of actions whether in contract or tort (excluding willful misconduct or gross negligence) will not: (1) exceed the actual dollar amount due for the Initial Term; and (2) will not include or be

allowed for any incidental, consequential, extemporaneous or punitive damages of any kind including, without limitation, loss of data, file, profit, good will, time, savings or revenue.

- (G) This warranty is a limited warranty, and it is the only warranty made by Right Stuff. Right Stuff makes and Licensee receives no other warranty, express or implied, and there are expressly excluded all warranties of merchantability and fitness for a particular purpose. Right Stuff shall have no liability with respect to its obligations under this Agreement for consequential, exemplary, or incidental damages even if it has been advised of the possibility of such damages. The stated express warranty is in lieu of all liabilities or obligations of Right Stuff for damages arising out of, or in connection with the delivery, use, or performance of the Service.

10. INDEMNITY.

- (A) Right Stuff, at its own expense, will defend any action brought against Licensee and indemnify Licensee for any damages awarded against Licensee in any action to the extent that it is based on a claim that any Services or software system used within the scope of this Agreement infringes any U.S. patents, copyrights, licenses or other property rights; provided, however, that Right Stuff is immediately notified in writing of such claim. Right Stuff shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Right Stuff's prior written approval.
- (B) If, as a result of any claim of infringement against any patent, copyright, license or other property right, Right Stuff is enjoined from using the Application, or if Right Stuff believes that the Application is likely to become the subject of a claim of infringement, Right Stuff at its option and expense may procure the right for Licensee to continue to use the Application, or replace or modify the Application so as to make it non-infringing. If neither of these two options is reasonably practicable, Right Stuff may discontinue the Access License granted herein upon thirty (30) day written notice to the Licensee and shall refund to Licensee the unamortized portion of the license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Start Date under this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year. The foregoing states the entire liability of Right Stuff with respect to infringement of any copyrights or patents by the Application or any parts thereof.

11. CONFIDENTIALITY, SCOPE OF AGREEMENT, AND OWNERSHIP.

The provisions of this Section survive any termination or expiration of this Agreement.

(A) Definitions.

- 1) “*Licensee Information*” means the following types of information of Licensee and its Affiliates obtained or accessed by Right Stuff from or on behalf of Licensee or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information; (b) customer lists, business plans, information security plans, business continuity plans, and proprietary software programs; (c) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Licensee's individual customers (“Licensee PII”); and (d) any other information received from or

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on behalf of Licensee or its Affiliates that Right Stuff could reasonably be expected to know is confidential or exempted from disclosure under Illinois Freedom of Information Act.

(2) “*Right Stuff Information*” means the following types of information of Right Stuff and its affiliates obtained or accessed by Licensee from or on behalf of Right Stuff or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information (including that of any Right Stuff Licensee, supplier, or licensor); (b) Licensee lists, information security plans, business continuity plans, all information and documentation regarding the hosting environment (“*Deliverables*”), all software products, including software modifications and documentation, databases, training aids, and all data, code, techniques, algorithms, models, methods, processes, logic, architecture, and designs embodied or incorporated therein; and (c) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Right Stuff employees; and (d) any other information and data received from or on behalf of Right Stuff or its affiliates that Licensee could reasonably be expected to know is confidential or exempted from disclosure under Illinois Freedom of Information Act.

(3) “*Information*” means, collectively, Licensee Information and Right Stuff Information. No obligation of confidentiality applies to any Information that: (a) the receiving entity (“*Recipient*”) already possesses without obligation of confidentiality; (b) develops independently without reference to Information of the disclosing entity (“*Discloser*”); (c) rightfully receives without obligation of confidentiality from a third party; or (d) is or becomes publicly available without Recipient’s breach of this Agreement.

(B) Obligations.

- (1) Recipient agrees to hold as confidential all Information it receives from the Discloser. All Information shall remain the property of Discloser or its suppliers and licensors. Recipient will use the same care and discretion to avoid disclosure of Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care and no less than is required by law. Recipient may only use Information for the lawful purposes contemplated by this Agreement, including in the case of Right Stuff use of Licensee Information for fulfilling its obligations under this Agreement, performing, improving and enhancing the Deliverables, and developing data analytics models to produce analytics-based offerings. Licensee agrees that prior to providing Right Stuff access to any Licensee PII, Licensee shall ensure that any necessary consent has been obtained that is required by law or regulation for Right Stuff to access the information and to use it pursuant to the terms set forth in this Agreement. Right Stuff specifically agrees not to use or disclose any “non-public personal information” about Licensee’s customers in any manner prohibited by Title V of the Gramm-Leach-Bliley Act or the regulations issued thereunder (“GLBA”), as applicable to Right Stuff.
- (2) Recipient may disclose Information to its employees and employees of permitted subcontractors and affiliates who have a need to know, its attorneys and accountants as necessary in the ordinary course of its business, or any other party with Discloser’s prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with (or in the case of its attorneys or accountants a professional obligation of confidentiality from) such party sufficient to require that party to treat Information in accordance with the requirements of this Agreement, and Recipient will remain responsible for any breach of this section by any of the above parties.

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- (3) Recipient may disclose Information to the extent required by law or legal process, provided that:
 - (a) Recipient gives Discloser prompt notice, if legally permissible, so that Discloser may seek a protective order; (b) Recipient reasonably cooperates with Discloser (at Discloser's expense) in seeking such protective order; and (c) all Information shall remain subject to the terms of this Agreement in the event of such disclosure. At Recipient's option, Information will be returned to Discloser or destroyed (except as may be contained in backup files created in the ordinary course of business) at the termination or expiration of this Agreement or any applicable Exhibit and, upon Discloser's request, Recipient will certify to Discloser in writing that it has complied with the requirements of this sentence.
- (4) Recipient acknowledges that any breach of this section may cause irreparable harm to Discloser for which monetary damages alone may be insufficient, and Recipient therefore acknowledges that Discloser shall have the right to seek injunctive or other equitable relief against such breach or threatened breach, in addition to all other remedies available to it at law or otherwise.

(C) Scope of Agreement.

- (1) Licensee may only use the Deliverables to process the transactions contemplated by this Agreement.
- (2) Licensee's use of the Deliverables in the course of Licensee's business is restricted to only those uses expressly stated in this Agreement and the attached Exhibits. Licensee acknowledges that the Deliverables were designed by Right Stuff in accordance with Licensee's specifications, and that any use of the Deliverables beyond what is specified in this Agreement and the attached Exhibits is prohibited. **USE OF THE DELIVERABLES BEYOND WHAT IS SPECIFIED IN THIS AGREEMENT AND THE ATTACHED EXHIBITS WILL VOID ANY EXPRESS OR IMPLIED WARRANTIES MADE BY RIGHT STUFF.** Without limiting any other obligation by Licensee or remedy available to Right Stuff under this Agreement or its Exhibits, Right Stuff shall have the right to require Licensee to enter into a new and separate agreement for any use of the Deliverables that is beyond what is specified in such Exhibits.
- (3) Notwithstanding any other provision of this Agreement, Section 11(C)(2) shall not apply if Licensee receives a public record request pursuant to Illinois Freedom of Information Act and Right Stuff fails to seek a protective order to prevent the release of the Deliverables, or if a court of competent jurisdiction finds that the Licensee is legally required to release the requested Deliverable under Illinois law.

(D) Ownership. With the exception of Licensee Information, all information, reports, studies, object and source code (including without limitation the Application, Deliverables, and Related Materials ("Products") and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, diagrams, specifications, and other tangible or intangible material of any nature whatsoever produced by Right Stuff or jointly with Licensee or by any of Right Stuff's or Licensee's employees or agents, through or as a result of or related to any of the Deliverables provided hereunder, or development of any data analytics models hereunder, and all patents, copyrights, and other proprietary rights related to each of the foregoing, shall be the sole and exclusive property of Right Stuff or its affiliates, to the extent that such assignment is allowable under Illinois law and the material or document is not deemed a public record under Illinois law. Licensee hereby irrevocably assigns and transfers to Right Stuff all rights, title, and interest in any such works referenced in the foregoing sentence, including without limitation copyrights, patent rights, trade secrets, industrial property rights, and moral rights, and shall execute all documents reasonably

requested by Right Stuff to perfect such rights, to the extent that such assignment and transfer is allowable under Illinois law and the material or document is not deemed a public record under Illinois law. Licensee shall be entitled to use all such work product in accordance with the applicable terms and conditions of this Agreement.

- (E) **Restrictions.** Without limiting any other obligation set forth in this section, Licensee shall not use, transfer, distribute, interface, integrate, or dispose of any information or content contained in Deliverables in any manner that competes with the business of Right Stuff. Except as expressly authorized in any applicable Exhibit, Licensee shall not reproduce, republish or offer any part of the Deliverables (or compilations based on any part of the Deliverables) for sale or distribution in any form, over or through any medium.

Licensee acknowledges and understands that any violation of this Section would put Right Stuff's valuable and vital intellectual property at risk and severely compromise Right Stuff's ongoing business concerns. Right Stuff and Licensee agree that any violation of this Section constitutes a material breach of this Agreement, and that damages suffered by Right Stuff as a result of this breach will be substantial and difficult to estimate with certainty. Right Stuff acknowledges and understands that as a political subdivision of Illinois, Licensee is subject to Illinois Freedom of Information Act and the Licensee's compliance with its legal obligations thereunder shall not be deemed a material breach of this Agreement.

11. NOTICE.

Any notice required or permitted by this Agreement shall be given in writing and delivered by personal service, or by email, or by certified mail, return receipt requested, properly addressed as follows:

Licensee:	City of Wood River, Illinois 111 N. Wood River Avenue Wood River, OH 62095 Attn: Finance Director	Right Stuff: Right Stuff Software Corporation 700 Stonehenge Parkway Unit A Dublin, OH 43017 Attn: President
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12. GENERAL.

- (A) **Interpretation.** Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.
- (B) **Force Majeure.** Dates or times by which Right Stuff is required to make performance under this license shall be postponed automatically to the extent that Right Stuff is prevented from meeting them by causes beyond its reasonable control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God,

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and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

- (C) Applicable Law. This Agreement and all rights, obligations and remedies of the parties hereunder shall be governed by the laws of the State of Illinois.
- (D) Severability. If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, said provision shall be deemed to be omitted from this Agreement and the remaining provisions shall remain in full force and effect.
- (E) Assignment. The Licensee may not assign or sublicense, without the prior written consent of Right Stuff, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Right Stuff may not assign or transfer, without the prior written consent of the Licensee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that Right Stuff may assign its rights, duties and obligations under this Agreement to a parent company or subsidiary or a purchaser of all or substantially all of its assets.
- (F) Jurisdiction and Venue. The parties agree that any disputes that arise between them that may be subject to suits and claims which may only be brought in the state and federal courts located in Madison County, Illinois.
- (G) Waiver of Breach. No waiver of breach or failure to exercise any options, right or privilege or failure to enforce at any time any provision or any portion of any provision under the terms of this Agreement or any order on any occasion or occasions will be construed to be a waiver of the same or any other option, right, privilege, or right to enforce such provision on any other occasion. No delay or failure of either party in exercising any rights under this Agreement and no partial or single exercise of any rights under this Agreement will be deemed to constitute a waiver of such rights or any other rights under this Agreement.
- (H) Compliance with Laws. Right Stuff and Licensee each will comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes including, but not limited to, Right Stuff's and Licensee's obligations as employers with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals and inspections of Right Stuff's and Licensee's performance of this Agreement.
- (I) Right Stuff and Licensee are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise.
- (J) Licensee shall not, without Right Stuff's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee, as defined herein, while such person is employed by Right Stuff and for the twelve (12) month period starting on the earlier of: (1) termination of such Restricted Employee's employment with Right Stuff; or (2) termination or expiration of this Agreement. For the purposes of this provision, "Restricted Employee" means any former or current employee of Right Stuff that Licensee became aware of or came into contact with during Right Stuff's performance of its obligations under this Agreement.

Right Stuff Software Corporation
Application Hosting Agreement

- (K) Licensee and Right Stuff shall have the right to make general references about each other and the type of Deliverables being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective customers and Licensees, provided that in so doing Licensee and Right Stuff do not breach any other sections of this Agreement. Right Stuff may issue a press release, subject to Licensee's prior approval, regarding this Agreement, including its renewal and the addition of Deliverables, and upon Right Stuff's reasonable request, Licensee may provide a favorable quotation, for inclusion in any such press release. Except as authorized herein, Licensee will not use the name, trademark, logo or other identifying marks of Right Stuff or any of its affiliates in any sales, marketing, or publicity activities, materials, or website display without the prior written consent of Right Stuff.
- (L) The section headings contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of intent of this Agreement and do not in any way affect its provisions.
- (M) This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their successors.
- (N) The Parties agree to execute any and all documents necessary to carry out the terms and conditions of this Agreement and the contemplated relationship between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their legal representatives.

RIGHT STUFF:

LICENSEE:

Right Stuff Software Corporation

Wood River, Illinois

Name (Print): Renee Shaul

Name (Print): _____

Signature: _____

Signature: _____

Title: Officer _____

Title: _____

Date _____

Date _____

EXHIBIT A

1. ACCESS LICENSE

Licensee has the right to access the Precinct Manager from all supported devices. This access is limited to employees of the Licensee.

2. HOSTING FEES

All payments are to be made in U.S. dollars, payable net 60.

The Initial Term is a three-year (36-month) term. Pricing is based on the completion of the Initial Term.

Hosting fees will begin one month prior to the Go Live Date and will be \$175 per month. The first-year invoice will be a pro-rated amount of monthly hosting fees for the remainder of that calendar year. Hosting fees for subsequent calendar years will be invoiced in January.

RIGHT STUFF SOFTWARE CORPORATION
SOFTWARE LICENSE AGREEMENT

END USER

This SOFTWARE LICENSE AGREEMENT ("Agreement") is made by and between Right Stuff Software Corporation ("Right Stuff") whose mailing address is 700 Stonehenge Parkway Unit A, Dublin, Ohio 43017, and the City of Wood River, Illinois, whose mailing address is 111 N. Wood River Avenue, Wood River, Illinois 62095 (the "Licensee").

FOR AND IN CONSIDERATION OF the mutual promises, covenants, and obligations contained herein, the parties hereby agree as follows:

1. LICENSE

- (A) In accordance with the terms herein, Right Stuff grants to Licensee, and Licensee accepts from Right Stuff, a perpetual nonexclusive and nontransferable license ("Software License") to use the current object code version of Right Stuff's Software. Licensee may install the Software specified in the description of the Software attached as Exhibit A ("Software").
- (B) Licensee's use of the Software is restricted so that Licensee may not:
- (1) Sublicense, sell, lease, or rent the Software;
 - (2) Decompile, disassemble, reverse engineer the Software;
 - (3) Create a derivative work of the Software;
 - (4) Use the software by more than the number of concurrent users that have been licensed; or
 - (5) Reveal benchmark tests.
- (C) Right Stuff reserves the right, without prior approval from or notice to the Licensee, to make changes to the Software and Related Materials and to substitute Software and Related Materials reflecting those changes provided that the Software and Related Materials delivered substantially conform to the specifications in place as of the effective date of this Agreement.

2. OTHER LICENSES.

Except as provided in this Agreement, no license under any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted by Right Stuff to Licensee under this Agreement.

3. ACCESS TO SOFTWARE.

- (A) Licensee will not allow any third party to have access to the Software, documentation and product collateral ("Related Materials") without Right Stuff's prior written consent. Licensee will not have any rights to grant any sublicense, subfranchise or lease or otherwise

transfer any of its rights to the Software and Related Materials under this Agreement without the prior written consent of Right Stuff.

- (B) Unless herein otherwise stated, the Software and all Right Stuff applications and data used within Right Stuff applications shall be maintained behind the Licensee's firewall and secured according to Licensee's information security program.

4. TERM OF AGREEMENT.

- (A) The initial term of this Agreement is for a period of thirty-six (36) months ("Initial Term") which commences when Licensee accepts or is deemed to have accepted the Software which is the subject of this Agreement ("Go Live Date"). Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year terms, under the same terms and conditions set forth herein, unless within ninety (90) days of the expiration of the then current Renewal Term, Licensee has provided to Right Stuff written notice of Licensee's intent not to renew. For each Renewal Term, Right Stuff's fees may be subject to an annual increase not to exceed three percent (3%) per year calculated starting on the Go Live Date. Such annual increase, if any, shall be communicated by Right Stuff to Licensee on or before July 1 of the year prior to the Renewal Term which is subject to the annual increase. If this Agreement is not renewed, upon the expiration of the then current Renewal Term, the Licensee shall return the Software and all copies thereof to Right Stuff.
- (B) The Go Live Date shall be the first date the Licensee begins using the Software in their production environment. This Go Live Date will be communicated in an email from Right Stuff to the Licensee.

5. COPIES.

The license(s) granted herein include(s) the right to copy the Software to use the Software as specified in Exhibit A and pursuant to this Software License and for archival and back-up only. In order to protect Right Stuff's copyrights in the Software, Licensee agrees to reproduce and incorporate Right Stuff's copyright notice in any copy, modifications or partial copy.

6. TRANSFERS.

Licensee may physically transfer the Software from (as applicable):

- (1) One (1) standalone computer or network node to another standalone computer or network node; or
- (2) One (1) server to another server, provided the Software is used on only one (1) computer, network node or server(s) (web and database) at a time; or
- (3) The same number of standalone computers, network nodes or servers to the same number of other standalone network nodes or servers.

7. PRICE AND PAYMENT.

Licensee shall make payment to Right Stuff for the Software License pursuant to the fees and payment terms set forth in Exhibit A.

8. SOFTWARE OWNERSHIP.

- (A) Right Stuff represents that it has all rights required to license the Software and all portions thereof and to grant Licensee the Software License.
- (B) Risk of loss or damage to Software licensed by Licensee under this Agreement will vest in Licensee when the Software have been received by Licensee, or its representative, provided that such loss or damage is not caused by Right Stuff, its employees or agents.

9. OTHER SERVICES.

Right Stuff may provide Licensee with consulting services, software maintenance, and technical support not provided herein through separate written agreements.

10. ADDITIONAL INTELLECTUAL PROPERTY RIGHTS.

The parties agree and acknowledge that the Software and related services to be provided under this Agreement by Right Stuff may result in the development of proprietary and secret information, materials, concepts, applications, technologies, systems, solutions, techniques, methods, processes, adaptations and ideas ("Propriety Information"). The parties agree that such Propriety Information shall, in the absence of an agreement to the contrary, belong to Right Stuff and Licensee shall have a nonexclusive license to use such. Licensee hereby agrees that the Software and all materials incidental thereto developed by Right Stuff under this Agreement shall be the sole and exclusive property of Right Stuff, and that Right Stuff shall own all of the rights, title and interest in such Software including, but not limited to any copyrights, patents, trademarks and trade secrets relating to the Software. Where applicable, Licensee hereby agrees to cooperate with Right Stuff in securing or registering any such rights.

11. ASSIGNMENT.

Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Right Stuff. Right Stuff may not assign or transfer, without the prior written consent of the Licensee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that Right Stuff may assign its rights, duties and obligations under this Agreement to a parent company or subsidiary or a purchaser of all or substantially all of its assets.

12. WARRANTY.

- (A) RIGHT STUFF WARRANTS THAT SOFTWARE WILL CONFORM TO RIGHT STUFF'S PROPOSAL ("EXHIBIT B") WHEN INSTALLED AND WILL BE FREE OF DEFECTS WHICH SUBSTANTIALLY AFFECT SYSTEM PERFORMANCE FOR A PERIOD OF NINETY (90) DAYS AFTER THE GO LIVE DATE.

- (B) IN THE EVENT OF AN ALLEGED DEFECT, THE LICENSEE MUST NOTIFY RIGHT STUFF IN WRITING, WITHIN NINETY (90) DAYS OF DELIVERY OF THE SOFTWARE TO THE LICENSEE (NOT INCLUDING DELIVERY OF ANY SUBSEQUENT MODIFICATIONS TO THE SOFTWARE), OF ITS CLAIM OF ANY SUCH DEFECT. IF THE SOFTWARE IS FOUND DEFECTIVE BY RIGHT STUFF, RIGHT STUFF WILL, AT ITS OPTION, CHOOSE TO CORRECT OR WORK AROUND ERRORS TO REPLACE DEFECTIVE MEDIA OR REPLACE THE SOFTWARE WITH FUNCTIONALLY EQUIVALENT SOFTWARE. IN THE EVENT THAT, WITHIN A REASONABLE PERIOD OF TIME AFTER NOTIFICATION, SUCH REPAIRED, REPLACED, OR SUBSTITUTE SOFTWARE CONTINUES NOT TO PERFORM ACCORDING TO CURRENT PUBLISHED SPECIFICATIONS, LICENSEE MAY, AT ITS OPTION, TERMINATE THE AGREEMENT.
- (C) THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY RIGHT STUFF. RIGHT STUFF MAKES AND LICENSEE RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RIGHT STUFF SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF RIGHT STUFF FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE.
- (D) IF ANY MODIFICATIONS ARE MADE TO THE SOFTWARE BY LICENSEE DURING THE WARRANTY PERIOD, THIS WARRANTY SHALL IMMEDIATELY BE TERMINATED. CORRECTION FOR DIFFICULTIES OR DEFECTS TRACEABLE TO LICENSEE'S ERRORS OR SYSTEMS CHANGES SHALL BE BILLED AT RIGHT STUFF'S STANDARD TIME AND MATERIAL CHARGES (\$150 PER HOUR).
- (E) RIGHT STUFF DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR THE OPERATION OF THE SOFTWARE AND RELATED MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE.
- (F) LICENSEE IS SOLELY RESPONSIBLE FOR ANY POLICY, PROCEDURE, PRACTICE, OR OTHER "LOCAL" MATTER LICENSEE DIRECTS OR REQUESTS RIGHT STUFF TO IMPLEMENT AS A SOFTWARE OPTION. LICENSEE ACCEPTS RESPONSIBILITY FOR ANY SOFTWARE OPTIONS THAT ARE IMPLEMENTED AT ITS SOLE REQUEST OR DIRECTION IF SUCH SOFTWARE OPTION VIOLATES LOCAL, STATE AND/OR FEDERAL LAWS. AS ADDITIONAL CONSIDERATION FOR THIS LICENSE, LICENSEE WILL CAUSE RIGHT STUFF TO BE INCLUDED AS AN ADDITIONAL COVERED PARTY FOR INJURY ARISING OUT OF A POLICY, PROCEDURE, PRACTICE OR OTHER "LOCAL" MATTER LICENSEE DIRECTS OR REQUESTS RIGHT STUFF TO IMPLEMENT AS A

SOFTWARE OPTION TO THE STANDARD PRODUCT, IF SUCH POLICY, PROCEDURE, PRACTICE, OR OTHER LOCAL MATTER, VIOLATES AN APPLICABLE LAW OR REGULATION. RIGHT STUFF'S COVERAGE AS AN ADDITIONAL COVERED PARTY SHALL END WHEN THIS LICENSE TERMINATES.

13. SYSTEM MAINTENANCE.

Licensee will from time to time require maintenance and support regarding the use of the Software. Right Stuff and Licensee agree as follows:

- (A) Right Stuff will promptly notify Licensee of any material defects or malfunctions in the Software or Related Materials that it learns from any source.
- (B) Right Stuff will, from time to time, supply Licensee with copies of the Software and Related Materials revised to reflect significant updates and enhancements to the Software made by Right Stuff, if any, during the period of this Agreement. Such enhancements may include, without limitation, modifications to the Software that increase its speed, efficiency, and/or ease of operation. Right Stuff will supply copies of any of these updates and/or enhancements without additional charge.
- (C) Within a reasonable time after being given written notice thereof, Right Stuff will correct inherent material errors in the Software that are not caused by the Licensee's misuse, improper use, alteration, or damage to the Software.

14. INDEMNITY.

- (A) Right Stuff, at its own expense, will defend any action brought against Licensee and indemnify Licensee for any damages awarded against Licensee in any action to the extent that it is based on a claim that the Software or any software system used within the scope of this Agreement infringes any U.S. patents, copyrights, license or other property right, provided that Right Stuff is immediately notified in writing of such claim. Right Stuff shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Right Stuff's prior written approval.
- (B) If, as a result of any claim of infringement against any patent, copyright, license or other property right, Right Stuff is enjoined from using the Software, or if Right Stuff believes that the Software is likely to become the subject of a claim of infringement, Right Stuff at its option and expense may procure the right for Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable, Right Stuff may discontinue the Software License granted herein upon thirty (30) day written notice to the Licensee and shall refund to Licensee the unamortized portion of the monthly license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Go Live Date under

this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year. The foregoing states the entire liability of Right Stuff with respect to infringement of any copyrights or patents by the Software or any parts thereof.

15. PROPRIETARY RIGHTS; LICENSE GRANT.

Licensee acknowledges and agrees that the Software contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Licensee further acknowledges and agrees that content contained in information presented to Licensee through the Software is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Right Stuff, Licensee agrees not to duplicate, modify, reproduce, rent, lease, loan, sell, give, sublicense, assign, distribute, otherwise transfer, create derivative works based on, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any source code for the Software, in whole or in part, or to allow or assist any others to do so. Right Stuff grants Licensee a personal, nontransferable, nonsublicensable and nonexclusive right and license to use the object code of its Software for the sole purpose of accessing and using the Software. Licensee agrees not to access the Software by any means other than through the interface that is provided by Right Stuff for use in accessing the Software.

16. CONFIDENTIALITY, SCOPE OF AGREEMENT, AND OWNERSHIP.

The provisions of this Section survive any termination or expiration of this Agreement.

(A) Definitions.

- (1) “*Licensee Information*” means the following types of information of Licensee and its Affiliates obtained or accessed by Right Stuff from or on behalf of Licensee or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information; (b) customer lists, business plans, information security plans, business continuity plans, and proprietary software programs; (c) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Licensee’s individual customers (“Licensee PII”); and (d) any other information received from or on behalf of Licensee or its Affiliates that Right Stuff could reasonably be expected to know is confidential or exempted from disclosure under Illinois Freedom of Information Act.
- (2) “*Right Stuff Information*” means the following types of information of Right Stuff and its affiliates obtained or accessed by Licensee from or on behalf of Right Stuff or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information (including that of any Right Stuff Licensee, supplier, or licensor); (b) Licensee lists, information security plans, business continuity plans, all information and documentation regarding the hosting environment (“Deliverables”), all software products, including software modifications and documentation, databases, training aids, and all data, code, techniques, algorithms, models, methods, processes, logic, architecture, and designs embodied or incorporated therein; and (c) any

personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Right Stuff employees; and (d) any other information and data received from or on behalf of Right Stuff or its affiliates that Licensee could reasonably be expected to know is confidential or exempted from disclosure under Illinois Freedom of Information Act.

- (3) “*Information*” means, collectively, Licensee Information and Right Stuff Information. No obligation of confidentiality applies to any Information that: (a) the receiving entity (“Recipient”) already possesses without obligation of confidentiality; (b) develops independently without reference to Information of the disclosing entity (“Discloser”); (c) rightfully receives without obligation of confidentiality from a third party; or (d) is or becomes publicly available without Recipient’s breach of this Agreement.

(B) Obligations.

- (1) Recipient agrees to hold as confidential all Information it receives from the Discloser. All Information shall remain the property of Discloser or its suppliers and licensors. Recipient will use the same care and discretion to avoid disclosure of Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care and no less than is required by law. Recipient may only use Information for the lawful purposes contemplated by this Agreement, including in the case of Right Stuff use of Licensee Information for fulfilling its obligations under this Agreement, performing, improving and enhancing the Deliverables, and developing data analytics models to produce analytics-based offerings. Licensee agrees that prior to providing Right Stuff access to any Licensee PII, Licensee shall ensure that any necessary consent has been obtained that is required by law or regulation for Right Stuff to access the information and to use it pursuant to the terms set forth in this Agreement. Right Stuff specifically agrees not to use or disclose any “non-public personal information” about Licensee’s customers in any manner prohibited by Title V of the Gramm-Leach-Bliley Act or the regulations issued thereunder (“GLBA”), as applicable to Right Stuff.
- (2) Recipient may disclose Information to its employees and employees of permitted subcontractors and affiliates who have a need to know, its attorneys and accountants as necessary in the ordinary course of its business, or any other party with Discloser’s prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with (or in the case of its attorneys or accountants a professional obligation of confidentiality from) such party sufficient to require that party to treat Information in accordance with the requirements of this Agreement, and Recipient will remain responsible for any breach of this section by any of the above parties.
- (3) Recipient may disclose Information to the extent required by law or legal process, provided that: (a) Recipient gives Discloser prompt notice, if legally permissible, so that Discloser may seek a protective order; (b) Recipient reasonably cooperates with Discloser (at Discloser’s expense) in seeking such protective order; and (c) all Information shall remain subject to the terms of this Agreement in the event of such disclosure. At Recipient’s option, Information will be returned to Discloser or destroyed (except as may be contained in backup files created in the ordinary course of business) at the termination or expiration of this Agreement or any applicable Exhibit

and, upon Discloser's request, Recipient will certify to Discloser in writing that it has complied with the requirements of this sentence.

- (4) Recipient acknowledges that any breach of this section may cause irreparable harm to Discloser for which monetary damages alone may be insufficient, and Recipient therefore acknowledges that Discloser shall have the right to seek injunctive or other equitable relief against such breach or threatened breach, in addition to all other remedies available to it at law or otherwise.
- (C) Scope of Agreement.
- (1) Licensee may only use the Deliverables to process the transactions contemplated by this Agreement.
 - (2) Licensee's use of the Deliverables in the course of Licensee's business is restricted to only those uses expressly stated in this Agreement and the attached Exhibits. Licensee acknowledges that the Deliverables were designed by Right Stuff in accordance with Licensee's specifications, and that any use of the Deliverables beyond what is specified in this Agreement and the attached Exhibits is prohibited. **USE OF THE DELIVERABLES BEYOND WHAT IS SPECIFIED IN THIS AGREEMENT AND THE ATTACHED EXHIBITS WILL VOID ANY EXPRESS OR IMPLIED WARRANTIES MADE BY RIGHT STUFF.** Without limiting any other obligation by Licensee or remedy available to Right Stuff under this Agreement or its Exhibits, Right Stuff shall have the right to require Licensee to enter into a new and separate agreement for any use of the Deliverables that is beyond what is specified in such Exhibits.
 - (3) Notwithstanding any other provision of this Agreement, Section 16(C)(2) shall not apply if Licensee receives a public record request pursuant to Illinois Freedom of Information Act and Right Stuff fails to seek a protective order to prevent the release of the Deliverables, or if a court of competent jurisdiction finds that the Licensee is legally required to release the requested Deliverable under Illinois law,
- (D) Ownership. With the exception of Licensee Information, all information, reports, studies, object and source code (including without limitation the Application, Deliverables, and Related Materials ("Products") and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, diagrams, specifications, and other tangible or intangible material of any nature whatsoever produced by Right Stuff or jointly with Licensee or by any of Right Stuff's or Licensee's employees or agents, through or as a result of or related to any of the Deliverables provided hereunder, or development of any data analytics models hereunder, and all patents, copyrights, and other proprietary rights related to each of the foregoing, shall be the sole and exclusive property of Right Stuff or its affiliates, to the extent that such assignment is allowable under Illinois law and the material or document is not deemed a public record under Illinois law. Licensee hereby irrevocably assigns and transfers to Right Stuff all rights, title, and interest in any such works referenced in the foregoing sentence, including without limitation copyrights, patent rights, trade secrets, industrial property rights, and moral rights, and shall execute all documents reasonably requested by Right Stuff to perfect such rights, to the extent that such assignment and transfer is allowable under Illinois law and the material or document is not deemed a public record under Illinois law. Licensee shall be entitled to use all such work

product in accordance with the applicable terms and conditions of this Agreement.

- (E) Restrictions. Without limiting any other obligation set forth in this section, Licensee shall not use, transfer, distribute, interface, integrate, or dispose of any information or content contained in Deliverables in any manner that competes with the business of Right Stuff. Except as expressly authorized in any applicable Exhibit, Licensee shall not reproduce, republish or offer any part of the Deliverables (or compilations based on any part of the Deliverables) for sale or distribution in any form, over or through any medium.

Licensee acknowledges and understands that any violation of this Section would put Right Stuff's valuable and vital intellectual property at risk and severely compromise Right Stuff's ongoing business concerns. Right Stuff and Licensee agree that any violation of this Section constitutes a material breach of this Agreement, and that damages suffered by Right Stuff as a result of this breach will be substantial and difficult to estimate with certainty. Right Stuff acknowledges and understands that as a political subdivision of Illinois, Licensee is subject to Illinois Freedom of Information Act and the Licensee's compliance with its legal obligations thereunder shall not be deemed a material breach of this Agreement.

17. TERMINATION.

- (A) Licensee shall have the right to immediately terminate this Agreement and license(s) granted herein in the event Right Stuff neglects or fails to perform or observe any of its obligations under this Agreement and such condition is not remedied within sixty (60) days after Right Stuff's receipt of written notice from Licensee to Right Stuff setting forth Right Stuff's alleged breach. Such notice may be delivered by email with delivery confirmation.
- (B) In the event of termination by reason of Right Stuff's failure to comply with any part of this agreement, or upon any act which shall give rise to Licensee's right to terminate, Licensee shall have the right, at any time, to terminate the Software License(s). Within ten (10) days after termination of the Software License(s), Licensee shall return the Software and documentation and all copies wherever located, to Right Stuff or, upon request by Right Stuff, shall destroy the Software and all copies, and certify in writing that they have been destroyed. In the event that Licensee terminates this Agreement for cause pursuant to this section, Right Stuff shall refund to Licensee the unamortized portion of the monthly license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Go Live Date under this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year.

18. LIMITATION OF LIABILITY.

- (A) No Special, Indirect, Incidental, Punitive or Consequential Damages. LICENSEE AGREES THE MAXIMUM LIABILITY ASSUMED BY RIGHT STUFF UNDER THIS AGREEMENT, REGARDLESS OF THE CLAIM OR FORM OF ACTION OR SUIT, WHETHER IN CONTRACT, NEGLIGENCE, OR TORT, WILL BE LIMITED TO CORRECTION OR REPLACEMENT COSTS. RIGHT STUFF WILL NOT BE LIABLE

FOR ANY: (1) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY ORDER OR THE OPERATION OR USE OF THE SOFTWARE, SOFTWARE PRODUCTS AND SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, EVEN IF RIGHT STUFF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (2) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY RIGHT STUFF TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND RIGHT STUFF'S REASONABLE CONTROL; OR (3) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST RIGHT STUFF MORE THAN TWO (2) YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

(B) Limitation of Liability.

- (1) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, RIGHT STUFF'S LIABILITIES UNDER THIS AGREEMENT ON ANY CLAIMS BY LICENSEE (OTHER THAN A CLAIM RESULTING FROM RIGHT STUFF'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, FOR WHICH THERE SHALL BE NO CAP ON LIMITATIONS ON DAMAGES CLAIMED BY THE LICENSEE), WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY RIGHT STUFF AND PAID BY LICENSEE FOR RIGHTS TO USE THE SOFTWARE.
- (2) EACH PARTY WILL BE RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS AND WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT ARISE OUT OF THAT PARTY'S OWN NEGLIGENCE, TORTIOUS ACTS, OR OTHER CONDUCT OR ARE DUE TO THE NEGLIGENCE, TORTIOUS ACTS, OR OTHER CONDUCT OF THAT PARTY'S RESPECTIVE AGENTS, OFFICERS, OR EMPLOYEES.

- (C) Alterations by Licensee. Right Stuff will not be responsible in any regard for any Software which is altered by Licensee and Licensee assumes any and all risks and liabilities arising from such alteration.

19. NOTICE.

Any notice required or permitted by this Agreement shall be given in writing and delivered by personal service, or by email, or by certified mail, return receipt requested, properly addressed as follows:

Licensee:	City of Wood River, Illinois 111 N. Wood River Avenue Wood River, OH 62095 Attn: Finance Director	Right Stuff: Right Stuff Software Corporation 700 Stonehenge Parkway Unit A Dublin, OH 43017 Attn: President
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20. GENERAL.

- (A) Interpretation. Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.
- (B) Force Majeure. Dates or times by which Right Stuff is required to make performance under this license shall be postponed automatically to the extent that Right Stuff is prevented from meeting them by causes beyond its reasonable control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.
- (C) Applicable Law. This Agreement and all rights, obligations and remedies of the parties hereunder shall be governed by the laws of the State of Illinois.
- (D) Severability. If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, said provision shall be deemed to be omitted from this Agreement and the remaining provisions shall remain in full force and effect.
- (E) Assignment. The Licensee may not assign or sublicense, without the prior written consent of Right Stuff, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Right Stuff may not assign or transfer, without the prior written consent of the Licensee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that Right Stuff may assign its rights, duties and obligations under this Agreement to a parent company or subsidiary or a purchaser of all or substantially all of its assets.
- (F) Jurisdiction and Venue. The parties agree that any disputes that arise between them that may be subject to suits and claims which may only be brought in the state and federal courts located in Madison County Illinois.

- (G) Waiver of Breach. No waiver of breach or failure to exercise any options, right or privilege or failure to enforce at any time any provision or any portion of any provision under the terms of this Agreement or any order on any occasion or occasions will be construed to be a waiver of the same or any other option, right, privilege, or right to enforce such provision on any other occasion. No delay or failure of either party in exercising any rights under this Agreement and no partial or single exercise of any rights under this Agreement will be deemed to constitute a waiver of such rights or any other rights under this Agreement.
- (H) Compliance with Laws. Right Stuff and Licensee each will comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes including, but not limited to, Right Stuff's and Licensee's obligations as employers with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals and inspections of Right Stuff's and Licensee's performance of this Agreement.
- (I) Right Stuff and Licensee are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise.
- (J) Licensee shall not, without Right Stuff's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee, as defined herein, while such person is employed by Right Stuff and for the twelve (12) month period starting on the earlier of: (1) termination of such Restricted Employee's employment with Right Stuff; or (2) termination or expiration of this Agreement. For the purposes of this provision, "Restricted Employee" means any former or current employee of Right Stuff that Licensee became aware of or came into contact with during Right Stuff's performance of its obligations under this Agreement.
- (K) Licensee and Right Stuff shall have the right to make general references about each other and the type of Deliverables being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective customers and Licensees, provided that in so doing Licensee and Right Stuff do not breach any other sections of this Agreement. Right Stuff may issue a press release, subject to Licensee's prior approval, regarding this Agreement, including its renewal and the addition of Deliverables, and upon Right Stuff's reasonable request, Licensee may provide a favorable quotation, for inclusion in any such press release. Except as authorized herein, Licensee will not use the name, trademark, logo or other identifying marks of Right Stuff or any of its affiliates in any sales, marketing, or publicity activities, materials, or website display without the prior written consent of Right Stuff.
- (L) The section headings contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of intent of this Agreement and do not in any way affect its provisions.
- (M) This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their successors.

- (N) The Parties agree to execute any and all documents necessary to carry out the terms and conditions of this Agreement and the contemplated relationship between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their legal representatives.

RIGHT STUFF:

LICENSEE:

Right Stuff Software Corporation

City of Wood River, Illinois

Name Renee Shaul
(Print): _____

Name _____
(Print): _____

Signature: _____

Signature: _____

Title: Officer _____

Title: _____

Date _____

Date _____

EXHIBIT A

1. SOFTWARE

Software means the program outlined in Exhibit B in object code and Related Materials.

The number of users permitted to use the Software under this license is 92 full-time users and 68 part-time/ seasonal users.

2. SYSTEM REQUIREMENTS

The detailed requirements for the system to be delivered are documented in the attached Project Proposal, for the Employee Timekeeping and Scheduling Software Package dated June 3, 2026 (Exhibit B).

3. PAYMENT TERMS

All payments are to be made in U.S. dollars, payable net 60.

Fees are as stated in the proposal of June 3, 2026.

Initial consultation, setup, and training will be performed remotely.

The initial setup fee is due at the start of implementation. Monthly license fees begin in the calendar month following the Go Live Date. The first year will be a pro-rated amount of monthly license fees for the remainder of that calendar year. License fees for subsequent calendar years will be invoiced in January.



111 Wood River Avenue
Wood River, IL 62095-1938

Telephone 618-251-3100
Fax 618-251-3102

Application Date: 6/18/2026

CITY OF WOOD RIVER
SPECIAL EVENT AGREEMENT

Organization Name: Greater Madison County Federation of Labor AFL-CIO

Contact Name: B. Dean Webb Phone: (618) 259-8558

City, State, Zip: 161 N. Shamrock St. East Alton, IL 62024

Driver's License Number: _____

Place of Employment: _____ Employer's Phone: _____

Date(s) of Event: 8/29/2026 Hours of Event: Line up 8:00am, Step off 10:00am

Purpose: 2026 Labor Day Parade, Assembly at Wood River Round House, parade will continue
South on Wood River Ave., Turn East on Ferguson Ave. Turn North on 6th St. and end at

Estimated number attending event: 500 Emerick's Sports Complex.

The organization/individual shall carry liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for personal injury per occurrence and Three Hundred Thousand (\$300,000.00) for property damage during the period of requested event, listing the City of Wood River as additional insured. A certified copy of said insurance policy must be filed with the City Clerk at least two (2) weeks prior to event date.



REQUESTS AND APPROVAL FOR A SPECIAL EVENT WITHIN THE CITY OF WOOD RIVER MUST BE SUBMITTED IN WRITING TO THE MAYOR OR HIS/HER DESIGNEE. APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS WITH WHICH LICENSEE AGREES TO CONFORM:

1. Must be 18 years of age to enter into this agreement.
2. **LEGAL:** Lessee will comply with all laws of the United States and the State of Illinois and with all ordinances of the City of Wood River, in its said use, and will not permit anything to be done on said premises in violation thereof. If you violate any of the terms or conditions of this Agreement, the City of Wood River shall have the right to terminate this Agreement without notice, and limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including and claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of these premises and to indemnify and hold said Lessor harmless from and against any judgment based on any such claims.
3. **CANCELLATION:** Approval of this Agreement has been granted with the understanding that the City of Wood River reserves the right to cancel this Agreement, with or without notice, in the event that the event area is unavailable because of some physical condition. If you violate any of the terms or conditions of this Agreement, the City of Wood River shall have the right to immediately terminate without notice and the City of Wood River may pursue all of its' rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including and claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of these premises and to indemnify and hold said Lessor harmless from and against any judgment based on any such claims.
4. **ALCOHOL:** Alcoholic beverages are prohibited on all streets unless approved by the City Council.
5. **SECURITY:** The Wood River Police Department has jurisdiction over all streets within the City of Wood River.



6. **NO GLASS:** Glass containers of any kind are strictly prohibited.
7. **NO LITTER:** Leave the streets and/or parking lot clean by placing all paper and debris in trash receptacles.
8. **SPECIAL REQUESTS:** Any special requests must be submitted to the Mayor for approval no later than thirty (30) calendar days prior to your event date. Special requests may include anything not specifically covered in this Agreement.
9. **IF NEEDED, SERVICES MUST BE PROVIDED BY:**
 - a. Wood River Police Department (618) 251-3114
 - b. Wood River Fire Department (618) 259-0984
 - c. Wood River Public Works (618) 251-3122

OFF DUTY POLICE, FIRE AND PUBLIC WORKS DEPT. CHARGES:

	Rates (minimum 2 hour shift)
Wood River Police	\$60/hour (\$100/hour on holidays)
Wood River Fire	\$55/hour (\$95/hour on holidays)
Wood River Public Works	\$75/hour (\$125/hour on holidays)

ALL RATES ARE SUBJECT TO CHANGE

PAYMENT TERMS:

All estimated expenses must be paid no later than thirty (30) days prior to your event and must be in the form of a cashier's check, certified check or money order payable to the City of Wood River, unless other arrangements are made with the City in advance.

RULES AND REGULATIONS:

- The City of Wood River retains the sole right to issue Agreements
- The City of Wood River reserves the right to proof any/all advertisement to ensure proper compliance with intent and use of the City of Wood River streets and/or parking lot.
- All events must furnish a certificate of insurance showing liability insurance during the requested event time period and the City of Wood River shall be named as an additional insured on the certificate.
- All events must comply with local and state laws.
- No unauthorized person shall carry and/or discharge any firearms or fireworks.
- You must be 18 years of age to host an event.



- You are not allowed to attach banners or decorations to lights, trees or other City property.
- Park only in designated parking areas.
- Abusive or profane language/behavior are not permitted.
- Please do not litter. Several trash receptacles are located throughout the City and are for your use.

INSURANCE INDEMNIFICATION: The renter shall indemnify, defend and save harmless the City of Wood River from any and all injuries (including death), property damage and other claims, liabilities, losses and causes of action arising out of any negligent act or omissions by the City of Wood River and the event during the use of the streets and/or parking lot by the event or those acting under authority of the event, including participants and spectators in connection with the street and/or parking lot activities in and on the site.

I have read and completely understand the above agreement:



Signed

6/18/2026

Date

President

Title

