

**City of Hoopeston**  
301 W Main St  
Hoopeston, IL 60942  
217-283-5833



**MARCH 16, 2026**

**REGULAR CITY COUNCIL MEETING**

**MEETING PACKET**



**CITY OF HOOPESTON  
CITY COUNCIL MEETING AGENDA  
MONDAY, MARCH 16, 2026  
7:00 PM | CITY HALL**

**DATE POSTED:** Thursday, March 12, 2026

**REMOTE MEETING LINK:**

<https://us06web.zoom.us/j/84429363197>

**REMOTE MEETING ID:**

844 2936 3197

- Presentations will have a limit of 5 minutes.
- Public comments will be limited to 3 minutes per person with a total of 30 cumulative minutes.

**PLEDGE OF ALLEGIANCE**

- I. CALL MEETING TO ORDER
- II. ROLL CALL
- III. AMENDMENT OR APPROVAL OF THE AGENDA
- IV. AMENDMENT OR APPROVAL OF THE MINUTES FROM THE PRIOR COUNCIL MEETING
- V. APPROVAL OF PAYMENT OF THE BILLS
- VI. PRESENTATIONS
- VII. PETITIONS TO THE COUNCIL
- VIII. PUBLIC COMMENT
- IX. EXECUTIVE SESSION
- X. REPORT OF OFFICERS
  - a. EYRICH
  - b. K. FERRELL
  - c. M. FERRELL
  - d. GARRETT
  - e. LAWSON
  - f. MCELHANEY
    - i. MOTOR FUEL TAX RESOLUTION
  - g. PORTH

**i. RESOLUTION AUTHORIZING MCCi CONTRACT**

**h. SCHARLACH**

**XI. COMMUNICATIONS TO THE COUNCIL**

**XII. UNFINISHED BUSINESS**

**XIII. NEW BUSINESS**

**XIV. MAYOR COMMENTS**

**a. RESOLUTION ESTABLISHING ADA PLAYGROUND ADVISORY COMMITTEE**

**b. RESOLUTION APPOINTING MEMBERS TO THE ADA PLAYGROUND ADVISORY  
COMMITTEE**

**c. RESOLUTION GRANTING PROPERTY TO BUILT TO LAST PROPERTY MANAGEMENT LLC**

**d. DRAFT LOT BID NOTICE**

**XV. ATTORNEY COMMENTS**

**XVI. ADJOURNMENT**

**City of Hoopeston**  
301 W Main St  
Hoopeston, IL 60942  
217-283-5833



**MINUTES FROM**

**3-3-26 CITY COUNCIL MEETING**

REGULAR CITY COUNCIL MEETING

CITY OF HOOPESTON

TUESDAY, MARCH 3, 2026

7:00 PM – CITY HALL

- I. CALL TO ORDER – Mayor Carter called the meeting to order at 7:00 pm following the pledge of allegiance.
- II. ROLL CALL – The following 8 alderpersons were present: Eyrich, K. Ferrell, M. Ferrell, Garrett, Lawson, McElhaney, Porth and Scharlach. Mayor Carter and Clerk Hardcastle were also present. Eric Eves was present on Zoom.
- III. AMENDMENT OR APPROVAL OF THE AGENDA – Alderman M. Ferrell moved to approve the agenda as presented. Alderman McElhaney seconded the motion. A voice vote was taken and the motion carried.
- IV. APPROVAL OF THE MINUTES FROM THE PREVIOUS COUNCIL MEETING – Alderwoman Lawson moved to approve the minutes of the previous meeting. Alderman M. Ferrell seconded the motion. A voice vote was taken and the motion carried.
- V. APPROVAL OF THE PAYMENT OF THE BILLS – Alderman Eyrich moved to approve the payment of the city’s bills. Alderman McElhaney seconded the motion. A roll call vote was taken (Ayes: Eyrich, K. Ferrell, M. Ferrell, Garrett, Lawson, McElhaney, Porth, Scharlach – Nays: None – Abstentions: None – Absent: None) and the bills were approved 8-0.
- VI. PRESENTATIONS TO THE COUNCIL
  - a. DIGITAL DISPLAY FOR MCFERREN PARK – Andrew Lane addressed the council regarding constructing a single faced digital sign for McFerren Park.
- VII. PETITIONS TO THE COUNCIL – None
- VIII. PUBLIC COMMENT – None
- IX. EXECUTIVE SESSION – None
- X. REPORT OF OFFICERS
  - a. EYRICH
    - i. CONGRATULATIONS – Alderman Eyrich congratulated Clerk Hardcastle on being chosen as a Top Outstanding Young Person in the

humanitarian/volunteerism category by the Illinois Jaycees.

b. K. FERRELL

- i. ELECTRONICS RECYCLING – Alderwoman K. Ferrell reminded everyone on the electronics recycling event.

c. M. FERRELL

- i. PARKS COMMITTEE MEETING – Alderman M. Ferrell advised that the Parks Committee met and will be working on a site map for the AMBUCS playground grant. They also discussed the Civic Center remodel project and are working on some design considerations.
- ii. SOLAR DISUCSSION – Alderman M. Ferrell passed around notes regarding BESS Siting and Safety for solar farms. Eric Eves advised that he would look into the matter.

d. GARRETT –

- i. BABY MARKERS – Alderman Garrett announced that he should have a completion date set by the end of the week for this project.

e. LAWSON –

- i. RESOLUTION 2026-25 – TRANSFERING A VAN TO VERMILION COUNTY – Alderwoman Lawson reviewed the resolution. Alderman Garrett asked how many animals picked up in town? Alderwoman Lawson answered that do not come to town unless called. Alderman Porth advised that this agreement should come close to taking care of the fees for a year. Garrett then asked about the potential contract with the county to place an animal control officer in town. Lawson answered that the contract will not be happening. Garrett then asked about the part time position that was advertised. Lawson answered that we did not need part time help. Alderwoman Lawson then moved to approve the resolution. Alderwoman K. Ferrell seconded the motion. A roll call vote was taken (Ayes: Eyrich, K. Ferrell, M. Ferrell, Lawson, McElhaney, Porth, Scharlach – Nays: Garrett – Abstentions: None – Absent: None) and the resolution was approved 7-1.

f. MCELHANEY

- i. Nothing to report.

g. PORTH

- i. BUDGET SHEETS – Alderman Porth announced that the budget worksheets had been out to the alderpersons for a couple of weeks. Alderman Garrett asked about the discrepancy on insurance rates. Porth answered that last year we were going through a change of insurance providers, and the rates were budgeted high since we were not sure what they were going to be. Porth then stated that he would like to get individual meets set with the individual alderpersons to go over the departmental budgets.

h. SCHARLACH

- i. CASH BASH – Alderman Scharlach announced the annual fire department cash bash will be held on May 2, 2026, at the McFerren Park Civic Center.

XI. COMMUNICATIONS TO THE COUNCIL

- a. MEETING DATE MOVED – Clerk Hardcastle reminded everyone that the next council meeting will be held on Monday, March 16, 2026, instead of Tuesday due to the primary election.
- b. STATEMENT OF ECONOMIC INTEREST – Clerk Hardcastle announced that the annual Statements of Economic Interest have been sent out by the County Clerk. The deadline to turn those in is May 1, 2026.

XII. UNFINISHED BUSINESS

- a. ARROW AMBULANCE – Alderwoman K. Ferrell asked if the city has received any of the reports that Arrow Ambulance is required to send us? Alderman Scharlach stated that he has not been sent anything.

XIII. NEW BUSINESS – None

XIV. MAYOR COMMENTS

- a. ORDINANCE 2026-13 – CONDITIONAL USE PERMIT CHANGES – Mayor Carter reviewed the changes to the solar ordinance regarding conditional use permits. Alderman Porth moved to approve the ordinance. Alderwoman Lawson seconded the motion. A roll call vote was taken (Ayes: Eyrich, K. Ferrell, M. Ferrell, Garrett, Lawson, McElhaney, Porth, and Scharlach – Nays: None – Abstentions: None – Absent: None) and the ordinance was passed 8-0.

XV. COMMENTS FROM THE ATTORNEY

- a. ARROW AMBULANCE – Eric Eves advised it may be worth having a conversation about sending a letter to Arrow Ambulance requesting the required reports.
- b. ESSES CASE – Eric advised that during the February 24 hearing, the court struck Acton’s affirmative defense. Alderwoman K. Ferrell asked what the next steps were. Eric answered that we are in the process of discovery now and it will last a few weeks.
- c. 217 E MAIN ST CONTRACT – Alderman Garrett asked if the contract for that property has been signed yet. Mayor Carter stated that Webb has the contract, but it has not been sent back to the city.

XVI. ADJOURNMENT – There being no further action to come before the council Alderwoman K. Ferrell moved to adjourn the meeting. Alderman McElhaney seconded the motion. A voice vote was taken and the motion was carried. Meeting adjourned at 8:00 pm.

Respectfully Submitted,

Bradley Hardcastle  
City Clerk

**City of Hoopeston**  
301 W Main St  
Hoopeston, IL 60942  
217-283-5833



# **APPROVAL OF PAYMENT OF THE CITY'S BILLS**

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Only unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>01-4763 CEMETERY LOT SALES-GF</b>						
BYRON & LINDA YANDERS	PO 80654	SLD 2 LTS BLKC,LT16 NW1/4	03/03/2026	400.00	.00	
Total 01-4763 CEMETERY LOT SALES-GF:				400.00	.00	
<b>01-50-405 HOSPITALIZATION INS-GF</b>						
STANDARD INSURANCE CO	154781 3/26	LIFE INSURANCE & STD ADMIN	03/03/2026	35.94	.00	
Total 01-50-405 HOSPITALIZATION INS-GF:				35.94	.00	
<b>01-50-435 UTILITIES-GF</b>						
AMEREN CIPS ILLINOIS	25470-08117 3/26	GAS-ADMIN	03/02/2026	165.61	.00	
AMEREN CIPS ILLINOIS	54470-08411 3/26	ELECTRIC-ADMIN	03/02/2026	1.37	.00	
Total 01-50-435 UTILITIES-GF:				166.98	.00	
<b>01-50-437 RENTALS-GF</b>						
CINTAS	4260453671	3X5 ACTIVE SCRAPER, 3X5 XT	03/03/2026	50.57	.00	
CINTAS	4261224535	3X5 ACTIVE SCRAPER, 3X5 XT	03/03/2026	50.57	.00	
Total 01-50-437 RENTALS-GF:				101.14	.00	
<b>01-50-446 LEGAL-GF</b>						
ACTON & SNYDER	6116	E.EVES ADMIN	03/02/2026	10,020.00	.00	
ACTON & SNYDER	6116	TECH FEE	03/02/2026	20.00	.00	
STEVE BECKETT LAW OFFICE	2058	CITY VS ACTON CASE & MILEA	03/03/2026	825.38	.00	
Total 01-50-446 LEGAL-GF:				10,865.38	.00	
<b>01-50-450 JANITORIAL &amp; CLEANING-GF</b>						
ANDREA JOHNSON	PO 80649	CLEANING CITY HALL- ADMIN 2	03/02/2026	60.00	.00	
Total 01-50-450 JANITORIAL & CLEANING-GF:				60.00	.00	
<b>01-50-452 OTHER PROF SERVICE-GF</b>						
THE VAN HYFTE GRANT LAB LL	1207	15 HRS OF GRATN RESEARCH	03/03/2026	1,000.00	.00	
Total 01-50-452 OTHER PROF SERVICE-GF:				1,000.00	.00	
<b>01-50-459 DUES &amp; SUBSCRIPTIONS-GF</b>						
TRANSUNION RISK & ALTERNA	PO 80656	BACKGROUND CHECK SUBSC	03/03/2026	100.00	.00	
Total 01-50-459 DUES & SUBSCRIPTIONS-GF:				100.00	.00	
<b>01-50-465 OFFICE SUPPLIES-GF</b>						
DELUXE	9009529869 3/26	TAX SEASON FORMS FOR 2025	03/03/2026	386.86	.00	
Total 01-50-465 OFFICE SUPPLIES-GF:				386.86	.00	
<b>01-51-405 HOSPITALIZATION INS-S/A</b>						
STANDARD INSURANCE CO	154781 3/26	LIFE INSURANCE & STD STREE	03/03/2026	103.21	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 01-51-405 HOSPITALIZATION INS-S/A:				103.21	.00	
<b>01-51-435 UTILITIES-S/A</b>						
AMEREN CIPS ILLINOIS	25470-08117 3/26	GAS-PENN ST GARAGE	03/02/2026	555.43	.00	
Total 01-51-435 UTILITIES-S/A:				555.43	.00	
<b>01-51-437 RENTALS-S/A</b>						
WELDSTAR COMPANY	2489789	RENTAL ON GAS BOTTLES	03/03/2026	50.32	.00	
Total 01-51-437 RENTALS-S/A:				50.32	.00	
<b>01-52-446 LEGAL-CIVIC IMP</b>						
ACTON & SNYDER	6116	E EVES CIVIC IMP	03/02/2026	1,950.00	.00	
Total 01-52-446 LEGAL-CIVIC IMP:				1,950.00	.00	
<b>01-53-405 HOSPITALIZATION INS-CEMETERY</b>						
STANDARD INSURANCE CO	154781 3/26	LIFE INSURANCE & STD CEME	03/03/2026	41.81	.00	
Total 01-53-405 HOSPITALIZATION INS-CEMETERY:				41.81	.00	
<b>01-53-412 MAINT &amp; REPAIR EQUIP-CEMETERY</b>						
LITHGOW AUTOMOTIVE INC	5563-223868	OIL FOR PLOW	03/03/2026	19.98	.00	
Total 01-53-412 MAINT & REPAIR EQUIP-CEMETERY:				19.98	.00	
<b>01-53-437 RENTALS-CEMETERY</b>						
AQUALITY SOLUTIONS INC	0001F82 3/26	COOLER RENTAL AND WATER-	03/03/2026	8.00	.00	
Total 01-53-437 RENTALS-CEMETERY:				8.00	.00	
<b>02-50-405 HOSPITALIZATION INS-P</b>						
STANDARD INSURANCE CO	154781 3/26	LIFE INSURANCE & STD PARK	03/03/2026	44.90	.00	
Total 02-50-405 HOSPITALIZATION INS-P:				44.90	.00	
<b>02-50-428 TELEPHONE-P</b>						
CONXXUS	468124	INTERNET-CIVIC CENTER	03/03/2026	104.00	.00	
Total 02-50-428 TELEPHONE-P:				104.00	.00	
<b>02-50-435 UTILITIES-P</b>						
AMEREN CIPS ILLINOIS	25470-08117 3/26	GAS-MCFERREN PK RD	03/02/2026	2,232.61	.00	
AMEREN CIPS ILLINOIS	54470-08411 3/26	ELECTRIC-SFT BALL FLD	03/02/2026	1.06	.00	
AMEREN CIPS ILLINOIS	54470-08411 3/26	ELECTRIC-L BALL FLD	03/02/2026	1.00	.00	
Total 02-50-435 UTILITIES-P:				2,234.67	.00	
<b>02-50-437 RENTALS-P</b>						
AQUALITY SOLUTIONS INC	1013551 3/26	WATER AND COOLER RENTAL-	03/03/2026	43.00	.00	
Total 02-50-437 RENTALS-P:				43.00	.00	
<b>02-50-463 REFUND DEPOSITS</b>						
PAM KITCHENS	0326	DEPOSIT REFUND FOR GIRL S	03/03/2026	50.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 02-50-463 REFUND DEPOSITS:				50.00	.00	
<b>04-50-428 TELEPHONE-POOL</b>						
CONXXUS	468124	INTERNET-POOL	03/03/2026	129.23	.00	
Total 04-50-428 TELEPHONE-POOL:				129.23	.00	
<b>04-50-452 OTHER PROFESSIONAL SERVICES</b>						
G&C DIAGNOSTICS LLC	4068	12 DRUG SCREENS @\$35	03/03/2026	420.00	.00	
Total 04-50-452 OTHER PROFESSIONAL SERVICES:				420.00	.00	
<b>05-50-463 GARBAGE DEPOSIT REFUND</b>						
GINGER REED	15176008	GARBAGE DEPOSIT REFUND	03/03/2026	5.00	.00	
Total 05-50-463 GARBAGE DEPOSIT REFUND:				5.00	.00	
<b>07-50-405 HOSPITALIZATION-PD</b>						
STANDARD INSURANCE CO	154781 3/26	LIFE INSURANCE & STD POLIC	03/03/2026	552.97	.00	
Total 07-50-405 HOSPITALIZATION-PD:				552.97	.00	
<b>07-50-435 UTILITIES-PD</b>						
AMEREN CIPS ILLINOIS	25470-08117 3/26	GAS-POLICE	03/02/2026	165.61	.00	
AMEREN CIPS ILLINOIS	54470-08411 3/26	ELECTRIC-POLICE	03/02/2026	1.37	.00	
Total 07-50-435 UTILITIES-PD:				166.98	.00	
<b>07-50-437 RENTALS-PD</b>						
AQUALITY SOLUTIONS INC	0001H43 3/26	POLICE WATER AND RENTAL	03/03/2026	24.25	.00	
CINTAS	4260453671	3X5 ACTIVE SCRAPER, 3X5 XT	03/03/2026	32.72	.00	
CINTAS	4261224535	3X5 ACTIVE SCRAPER, 3X5 XT	03/03/2026	32.72	.00	
Total 07-50-437 RENTALS-PD:				89.69	.00	
<b>07-50-450 JANITORIAL &amp; CLEANING-POLICE</b>						
ANDREA JOHNSON	PO 80649	CLEANING CITY HALL -POLICE	03/02/2026	60.00	.00	
Total 07-50-450 JANITORIAL & CLEANING-POLICE:				60.00	.00	
<b>08-50-428 TELEPHONE-F</b>						
CONXXUS	468124	INTERNET-FIRE DEPT	03/03/2026	93.00	.00	
Total 08-50-428 TELEPHONE-F:				93.00	.00	
<b>08-50-435 UTILITIES-F</b>						
AMEREN CIPS ILLINOIS	25470-08117 3/26	GAS-FIRE DPT	03/02/2026	1,028.52	.00	
AMEREN CIPS ILLINOIS	54470-08411 3/26	ELECTRIC-FD	03/02/2026	2.65	.00	
Total 08-50-435 UTILITIES-F:				1,031.17	.00	
<b>08-50-445 FEES - F</b>						
EASTERN ILLINOIS MUTUAL AI	PO 84882	ANNUAL DUES-2026	03/03/2026	125.00	.00	
Total 08-50-445 FEES - F:				125.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>08-50-494 EQUIPMENT-F</b>						
DI FIRE & SAFETY INC	421939	HYDROTEST SCBA CYLINDERS	03/03/2026	1,292.50	.00	
OLYMPIC HARDWARE-FIRE	A425528	KEY CUT, ID KEY TAG	03/03/2026	6.79	.00	
OLYMPIC HARDWARE-FIRE	A426028	5' PRESSURE HOSE	03/03/2026	10.79	.00	
OLYMPIC HARDWARE-FIRE	A426416	BLADE CLAMP FOR SAW	03/03/2026	19.99	.00	
OLYMPIC HARDWARE-FIRE	B729913	VINYLTUBE, CLAMP,LED BULB	03/03/2026	25.38	.00	
OLYMPIC HARDWARE-FIRE	B730364	HOSES FOR HOSE REEL	03/03/2026	7.19	.00	
OLYMPIC HARDWARE-FIRE	B731780	4 CYCLE GAS FOR SAWS	03/03/2026	99.99	.00	
Total 08-50-494 EQUIPMENT-F:				1,462.63	.00	
<b>12-50-428 ESDA-TELEPHONE</b>						
CONXXUS	468124	INTERNET-HEMA	03/03/2026	84.00	.00	
Total 12-50-428 ESDA-TELEPHONE:				84.00	.00	
<b>20-51-405 HOSPITALIZATION INS- W ADM</b>						
STANDARD INSURANCE CO	154781 3/26	LIFE INSURANCE & STD WATE	03/03/2026	20.98	.00	
Total 20-51-405 HOSPITALIZATION INS- W ADM:				20.98	.00	
<b>20-51-435 UTILITIES-W ADM</b>						
AMEREN CIPS ILLINOIS	25470-08117 3/26	GAS- W ADMIN	03/02/2026	82.80	.00	
AMEREN CIPS ILLINOIS	54470-08411 3/26	ELECTRIC-W ADMIN	03/02/2026	.67	.00	
Total 20-51-435 UTILITIES-W ADM:				83.47	.00	
<b>20-51-450 JANITORIAL &amp; CLEANING-W ADMIN</b>						
ANDREA JOHNSON	PO 80649	CLEANING CITY HALL- WATER	03/02/2026	30.00	.00	
Total 20-51-450 JANITORIAL & CLEANING-W ADMIN:				30.00	.00	
<b>20-51-463 WATER REFUND</b>						
GINGER REED	15176008	WATER DEPOSIT REFUND	03/03/2026	55.86	.00	
Total 20-51-463 WATER REFUND:				55.86	.00	
<b>20-52-405 HOSPITALIZATION INS-S ADM</b>						
STANDARD INSURANCE CO	154781 3/26	LIFE INSURANCE & STD SEWE	03/03/2026	20.97	.00	
Total 20-52-405 HOSPITALIZATION INS-S ADM:				20.97	.00	
<b>20-52-435 UTILITIES-S ADM</b>						
AMEREN CIPS ILLINOIS	25470-08117 3/26	GAS-S ADMIN	03/02/2026	82.79	.00	
AMEREN CIPS ILLINOIS	54470-08411 3/26	ELECTRIC-S ADMIN	03/02/2026	.67	.00	
Total 20-52-435 UTILITIES-S ADM:				83.46	.00	
<b>20-52-450 JANITORIAL &amp; CLEANING-S ADMIN</b>						
ANDREA JOHNSON	PO 80649	CLEANING CITY HALL - SEWER	03/02/2026	30.00	.00	
Total 20-52-450 JANITORIAL & CLEANING-S ADMIN:				30.00	.00	
<b>20-53-405 HOSPITALIZATION INS-W TREAT</b>						
STANDARD INSURANCE CO	154781 3/26	LIFE INSURANCE & STD WATE	03/03/2026	45.87	.00	
Total 20-53-405 HOSPITALIZATION INS-W TREAT:				45.87	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>20-53-412 MAINT &amp; REPAIR EQUIP-W TREAT</b>						
HAWKINS INC	7348469	FRT, UEL CH,150 LBS CHLORIN	03/03/2026	2,203.66	.00	
Total 20-53-412 MAINT & REPAIR EQUIP-W TREAT:				2,203.66	.00	
<b>20-53-428 TELEPHONE-W TREAT</b>						
CONXXUS	468124	INTERNET- WATER DEPT	03/03/2026	109.23	.00	
Total 20-53-428 TELEPHONE-W TREAT:				109.23	.00	
<b>20-54-405 HOSPITALIZATION INS-W SYSTEM</b>						
STANDARD INSURANCE CO	154781 3/26	LIFE INSURANCE & STD/ WATE	03/03/2026	45.87	.00	
Total 20-54-405 HOSPITALIZATION INS-W SYSTEM:				45.87	.00	
<b>20-54-412 MAINT &amp; REPAIR EQUIP-W SYSTEM</b>						
UTILITY SUPPLY COMPANY INC	1550985	10.64-12.12X3/4CCSERVICE	03/03/2026	394.54	.00	
UTILITY SUPPLY COMPANY INC	1552239	4X12BLRREPAIR CLAMP,MULLR	03/03/2026	2,221.61	.00	
Total 20-54-412 MAINT & REPAIR EQUIP-W SYSTEM:				2,616.15	.00	
<b>20-56-405 HOSPITALIZATION INS-S SYSTEM</b>						
STANDARD INSURANCE CO	154781 3/26	LIFE INSURANCE & STD WATE	03/03/2026	45.87	.00	
Total 20-56-405 HOSPITALIZATION INS-S SYSTEM:				45.87	.00	
<b>30-50-405 HOSPITALIZATION INS-COM</b>						
STANDARD INSURANCE CO	154781 3/26	LIFE INSURANCE & STD COMM	03/03/2026	128.62	.00	
Total 30-50-405 HOSPITALIZATION INS-COM:				128.62	.00	
<b>30-50-435 UTILITIES-COM</b>						
AMEREN CIPS ILLINOIS	25470-08117 3/26	GAS-DISPATCH	03/02/2026	165.61	.00	
AMEREN CIPS ILLINOIS	54470-08411 3/26	ELECTRIC-DISPATCH	03/02/2026	1.37	.00	
Total 30-50-435 UTILITIES-COM:				166.98	.00	
<b>30-50-437 RENTALS-COM</b>						
AQUALITY SOLUTIONS INC	0001H43 3/26	COMMUNICATIONS WATER/CO	03/03/2026	24.25	.00	
CINTAS	4260453671	3X5 ACTIVE SCRAPER, 3X5 XT	03/03/2026	32.71	.00	
CINTAS	4261224535	3X5 ACTIVE SCRAPER, 3X5 XT	03/03/2026	32.71	.00	
Total 30-50-437 RENTALS-COM:				89.67	.00	
<b>30-50-450 JANITORIAL &amp; CLEANING-COMM</b>						
ANDREA JOHNSON	PO 80649	CLEANING CITY HALL -DISPATC	03/02/2026	60.00	.00	
Total 30-50-450 JANITORIAL & CLEANING-COMM:				60.00	.00	
<b>31-50-446 LEGAL-MUN COURT</b>						
ACTON & SNYDER	6116	S. MILLER-COURT	03/02/2026	750.00	.00	
Total 31-50-446 LEGAL-MUN COURT:				750.00	.00	
<b>31-50-452 OTHER PROF SVCS-MUN COURT</b>						
EVANS, FROEHLICH, BETH & C	3/26	HEARING OFFICER DAVE WES	03/03/2026	250.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 31-50-452 OTHER PROF SVCS-MUN COURT:				250.00	.00	
Grand Totals:				29,377.95	.00	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Only unpaid invoices included.

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Only unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>01-50-437 RENTALS-GF</b>						
DTI OFFICE SOLUTIONS	162107	COPY MACHINE CONTRACT BA	03/10/2026	16.50	.00	
LEAF	19897947	COPIER LEASE CONTRACT-AD	03/10/2026	93.48	.00	
LEAF	1995807	COPIER LEASE CONTRACT-AD	03/10/2026	63.95	.00	
Total 01-50-437 RENTALS-GF:				173.93	.00	
<b>01-50-452 OTHER PROF SERVICE-GF</b>						
STAMP FULFILLMENT SERVICE	PO 80662	WINDOW ENVELOPESN& REG	03/10/2026	1,894.33	.00	
KASEYA US	K03909114 3/26	MICROSOFT 365 & GOOGLE W	03/10/2026	14.46	.00	
Total 01-50-452 OTHER PROF SERVICE-GF:				1,908.79	.00	
<b>01-51-412 MAINT &amp; REPAIR EQUIP-S/A</b>						
JOHN DEERE FINANCIAL	12295344	BOLTS FOR PLOWS	03/10/2026	26.00	.00	
JOHN DEERE FINANCIAL	PO 80688	SRVCDALLFLDS,FLTRS,GRSDR	03/10/2026	3,937.23	.00	
Total 01-51-412 MAINT & REPAIR EQUIP-S/A:				3,963.23	.00	
<b>01-51-452 OTHER PROF SERVICES S/A</b>						
KASEYA US	K03909114 3/26	MICROSOFT 365 & GOOGLE W	03/10/2026	14.46	.00	
Total 01-51-452 OTHER PROF SERVICES S/A:				14.46	.00	
<b>01-51-472 GAS &amp; OIL-S/A</b>						
SUNRISE FS	0764580 3/26	FUEL-STREET/ALLEY	03/10/2026	752.84	.00	
Total 01-51-472 GAS & OIL-S/A:				752.84	.00	
<b>01-53-412 MAINT &amp; REPAIR EQUIP-CEMETERY</b>						
NAPA AUTO PARTS	309348	OIL FOR SNOW PLOW	03/10/2026	47.96	.00	
Total 01-53-412 MAINT & REPAIR EQUIP-CEMETERY:				47.96	.00	
<b>01-53-452 OTHER PROF SERVICE-CEMETERY</b>						
KASEYA US	K03909114 3/26	MICROSOFT 365 & GOOGLE W	03/10/2026	14.46	.00	
Total 01-53-452 OTHER PROF SERVICE-CEMETERY:				14.46	.00	
<b>01-54-436 ST LIGHT BILLING</b>						
IL Power Marketing dba Homefiel	030240185673	TMP ST LGHTS	03/10/2026	54.28	.00	
Total 01-54-436 ST LIGHT BILLING:				54.28	.00	
<b>02-50-411 MAINT &amp; REPAIR BLDGS-P</b>						
OLYMPIC HARDWARE-PARK	A426495	FILTERS FOR FURNACE AND K	03/10/2026	45.24	.00	
Total 02-50-411 MAINT & REPAIR BLDGS-P:				45.24	.00	
<b>02-50-412 MAINT &amp; REPAIR EQUIPMENT-P</b>						
OLYMPIC HARDWARE-PARK	A426181	REPAIRED WEED EATER WOU	03/10/2026	56.99	.00	
OLYMPIC HARDWARE-PARK	B730496	SOAP FOR CLEANING EQUIPM	03/10/2026	3.98	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 02-50-412 MAINT & REPAIR EQUIPMENT-P:				60.97	.00	
<b>02-50-472 GAS &amp; OIL-P</b>						
SUNRISE FS	0764580 3/26	FUEL-PARK	03/10/2026	368.35	.00	
Total 02-50-472 GAS & OIL-P:				368.35	.00	
<b>03-50-437 RENTALS-CIVDEF</b>						
HOOPESTON RADIO INC	03102026	TOWER RENT 1/1/26 THRU 3/31	03/10/2026	150.00	.00	
Total 03-50-437 RENTALS-CIVDEF:				150.00	.00	
<b>05-50-421 GARBAGE DISPOSAL-G</b>						
REPUBLIC SERVICES #726	0726-001039361	RESIDENTIAL CONTRACT 3/26	03/10/2026	32,447.16	.00	
Total 05-50-421 GARBAGE DISPOSAL-G:				32,447.16	.00	
<b>07-50-437 RENTALS-PD</b>						
HOOPESTON RADIO INC	03102026	TOWER RENT 1/1/26 THRU 3/31	03/10/2026	150.00	.00	
DTI OFFICE SOLUTIONS	162107	COPY MACHINE CONTRACT BA	03/10/2026	16.50	.00	
LEAF	19897947	COPIER LEASE CONTRACT-PO	03/10/2026	93.48	.00	
LEAF	1995807	COPIER LEASE CONTRACT-PO	03/10/2026	63.95	.00	
Total 07-50-437 RENTALS-PD:				323.93	.00	
<b>07-50-452 OTHER PROF SERVICES-PD</b>						
KASEYA US	K03909114 3/26	MICROSOFT 365 & GOOGLE W	03/10/2026	14.46	.00	
Total 07-50-452 OTHER PROF SERVICES-PD:				14.46	.00	
<b>07-50-465 OFFICE SUPPLIES-PD</b>						
AMAZON CAPITAL SERVICES	1YFX-T9P9-PMVG	FOLDERS,TONER,CORRECTIO	03/10/2026	37.84	.00	
Total 07-50-465 OFFICE SUPPLIES-PD:				37.84	.00	
<b>07-50-472 GAS &amp; OIL-PD</b>						
SUNRISE FS	0764580 3/26	FUEL-POLICE	03/10/2026	2,452.68	.00	
Total 07-50-472 GAS & OIL-PD:				2,452.68	.00	
<b>08-50-413 MAINT &amp; REPAIR VEHICLE-F</b>						
NAPA AUTO PARTS	309117	AIR WRENCH	03/10/2026	215.99	.00	
NAPA AUTO PARTS	309140	FILERS FOR TRUCKS	03/10/2026	497.66	.00	
NAPA AUTO PARTS	309335	TRUCK #8 BATTERIES	03/10/2026	399.98	.00	
Total 08-50-413 MAINT & REPAIR VEHICLE-F:				1,113.63	.00	
<b>08-50-437 RENTALS-F</b>						
HOOPESTON RADIO INC	03102026	TOWER RENT 1/1/26 THRU 3/31	03/10/2026	300.00	.00	
Total 08-50-437 RENTALS-F:				300.00	.00	
<b>08-50-472 GAS &amp; OIL-F</b>						
SUNRISE FS	0764580 3/26	FUEL-FIRE	03/10/2026	448.81	.00	
Total 08-50-472 GAS & OIL-F:				448.81	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>12-50-437 RENTALS-ESDA</b>						
HOOPESTON RADIO INC	03102026	TOWER RENT 1/1/26 THRU 3/31	03/10/2026	150.00	.00	
Total 12-50-437 RENTALS-ESDA:				150.00	.00	
<b>17-50-452 OTHER PROF SERVICES-AN CONT</b>						
VERMILION COUNTY -K RENT	2602	MONTHLY KENNEL RENTAL AN	03/10/2026	230.00	.00	
Total 17-50-452 OTHER PROF SERVICES-AN CONT:				230.00	.00	
<b>20-51-437 RENTALS-W ADM</b>						
DTI OFFICE SOLUTIONS	162107	COPY MACHINE CONTRACT BA	03/10/2026	8.25	.00	
LEAF	19897947	COPIER LEASE CONTRACT-WA	03/10/2026	46.74	.00	
LEAF	1995807	COPIER LEASE CONTRACT-WA	03/10/2026	31.98	.00	
Total 20-51-437 RENTALS-W ADM:				86.97	.00	
<b>20-51-452 OTHER PROF SVCS-W ADM</b>						
STAMP FULFILLMENT SERVICE	PO 80662	WINDOW ENVELOPES, REGUL	03/10/2026	947.16	.00	
KASEYA US	K03909114 3/26	MICROSOFT 365 & GOOGLE W	03/10/2026	7.23	.00	
Total 20-51-452 OTHER PROF SVCS-W ADM:				954.39	.00	
<b>20-52-437 RENTALS-S ADM</b>						
DTI OFFICE SOLUTIONS	162107	COPY MACHINE CONTRACT BA	03/10/2026	8.25	.00	
LEAF	19897947	COPIER LEASE CONTRACT-SE	03/10/2026	46.72	.00	
LEAF	1995807	COPIER LEASE CONTRACT-SE	03/10/2026	31.95	.00	
Total 20-52-437 RENTALS-S ADM:				86.92	.00	
<b>20-52-452 OTHER PROF SVCS-S ADM</b>						
STAMP FULFILLMENT SERVICE	PO 80662	WINDOW ENVELOPES, REGUL	03/10/2026	947.16	.00	
KASEYA US	K03909114 3/26	MICROSOFT 365 & GOOGLE W	03/10/2026	7.23	.00	
Total 20-52-452 OTHER PROF SVCS-S ADM:				954.39	.00	
<b>20-53-452 OTHER PROF SVCS-W TREAT</b>						
KASEYA US	K03909114 3/26	MICROSOFT 365 & GOOGLE W	03/10/2026	4.83	.00	
Total 20-53-452 OTHER PROF SVCS-W TREAT:				4.83	.00	
<b>20-53-498 WATER TREATMENT PLANT EXPENSES</b>						
DONOHUE & ASSOCIATES	13528-64 3/26	TASK #7 WTP IMPROVEMENTS	03/10/2026	412.50	.00	
SCHOMBURG & SCHOMBURG	38412	WATER TREATMENT PLANT IM	03/10/2026	67,054.18	.00	
Total 20-53-498 WATER TREATMENT PLANT EXPENSES:				67,466.68	.00	
<b>20-54-412 MAINT &amp; REPAIR EQUIP-W SYSTEM</b>						
NAPA AUTO PARTS	308970	GLDFLTR,SYN5W30,SYN5W30O	03/10/2026	20.84	.00	
BIRKEY'S FARM STORE URBAN	P51279	1-5/16 FITTING FOR JET TRUCK	03/10/2026	36.58	.00	
Total 20-54-412 MAINT & REPAIR EQUIP-W SYSTEM:				57.42	.00	
<b>20-54-414 MAINT &amp; REPAIR SYS-W SYSTEM</b>						
CROSE'S PLUMBING	1661	INSTALLED METER @ AUTUMN	03/10/2026	602.00	.00	
Total 20-54-414 MAINT & REPAIR SYS-W SYSTEM:				602.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>20-54-452 OTHER PROF SVCS-W SYSTEM</b>						
KASEYA US	K03909114 3/26	MICROSOFT 365 & GOOGLE W	03/10/2026	4.83	.00	
Total 20-54-452 OTHER PROF SVCS-W SYSTEM:				4.83	.00	
<b>20-54-472 GAS &amp; OIL-W SYSTEM</b>						
SUNRISE FS	0764580 3/26	FUEL-WATER	03/10/2026	508.11	.00	
Total 20-54-472 GAS & OIL-W SYSTEM:				508.11	.00	
<b>20-54-497 WATER METERS</b>						
CONSOLIDATED PIPE & SUPPL	IL06418693	275 5/8X3/4 ALLEGRO METERS	03/10/2026	74,800.00	.00	
Total 20-54-497 WATER METERS:				74,800.00	.00	
<b>20-54-498 MARKET STREET WATER MAIN</b>						
DONOHUE & ASSOCIATES	13528-64 3/26	TASK #7B MARKET ST	03/10/2026	247.50	.00	
Total 20-54-498 MARKET STREET WATER MAIN:				247.50	.00	
<b>20-55-451 ENGINEERING-S TREAT</b>						
FEHR GRAHAM	137801	WWTP IMPROVEMENTS LOAN	03/10/2026	12,524.75	.00	
Total 20-55-451 ENGINEERING-S TREAT:				12,524.75	.00	
<b>20-56-412 MAINT &amp; REPAIR EQUIP-S SYSTEM</b>						
NAPA AUTO PARTS	308970	GLDFLTR,SYN5W30,SYN5W30O	03/10/2026	20.84	.00	
Total 20-56-412 MAINT & REPAIR EQUIP-S SYSTEM:				20.84	.00	
<b>20-56-452 OTHER PROF SVCS-S SYSTEM</b>						
KASEYA US	K03909114 3/26	MICROSOFT 365 & GOOGLE W	03/10/2026	4.83	.00	
Total 20-56-452 OTHER PROF SVCS-S SYSTEM:				4.83	.00	
<b>20-56-472 GAS &amp; OIL-S SYSTEM</b>						
SUNRISE FS	0764580 3/26	FUEL-SEWER	03/10/2026	508.07	.00	
Total 20-56-472 GAS & OIL-S SYSTEM:				508.07	.00	
<b>30-50-437 RENTALS-COM</b>						
HOOPESTON RADIO INC	03102026	TOWER RENT 1/1/26 THRU 3/31	03/10/2026	150.00	.00	
DTI OFFICE SOLUTIONS	162107	COPY MACHINE CONTRACT BA	03/10/2026	16.50	.00	
LEAF	19897947	COPIER LEASE CONTRACT-DIS	03/10/2026	93.48	.00	
LEAF	1995807	COPIER LEASE CONTRACT-DIS	03/10/2026	63.95	.00	
Total 30-50-437 RENTALS-COM:				323.93	.00	
<b>30-50-452 OTHER PROF SERVICE</b>						
KASEYA US	K03909114 3/26	MICROSOFT 365 & GOOGLE W	03/10/2026	14.46	.00	
Total 30-50-452 OTHER PROF SERVICE:				14.46	.00	
<b>30-50-465 OFFICE SUPPLIES-COM</b>						
AMAZON CAPITAL SERVICES	1YFX-T9P9-PMVG	FOLDERS,TONER,CORRECTIO	03/10/2026	37.84	.00	
Total 30-50-465 OFFICE SUPPLIES-COM:				37.84	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>50-2270 INSURANCE</b>						
AFLAC	252280	AFLAC INSURANCE	03/10/2026	714.36	.00	
CMS-LGHP LOCAL GOVERNME	LM125 3/26	HEALTH, VISION, DENTAL INS 3/	03/10/2026	33,174.00	.00	
Total 50-2270 INSURANCE:				33,888.36	.00	
Grand Totals:				238,170.14	.00	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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\_\_\_\_\_

City Recorder: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Only unpaid invoices included.

**City of Hoopeston**  
301 W Main St  
Hoopeston, IL 60942  
217-283-5833



# **RESOLUTION APPOINTING A CONTRACT WITH MCCi**

CITY OF HOOPESTON, ILLINOIS  
RESOLUTION 2026 - \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MCCi, LLC (JUSTFOIA) FOR FREEDOM OF INFORMATION ACT REQUEST MANAGEMENT SOFTWARE

WHEREAS, the City of Hoopeston is subject to the provisions of the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., which requires public bodies to respond to and maintain records regarding requests for public information; and

WHEREAS, the City of Hoopeston receives Freedom of Information Act (FOIA) requests that must be tracked, processed, and retained in accordance with applicable law; and

WHEREAS, the City desires to implement software that will allow staff to more accurately track FOIA requests, maintain proper records, improve transparency, and more efficiently process such requests; and

WHEREAS, MCCi, LLC provides FOIA management software known as JustFOIA, which is designed to assist municipalities and public agencies with tracking, processing, and managing Freedom of Information Act requests; and

WHEREAS, the proposed agreement with MCCi, LLC includes a one-time implementation cost of One Thousand Eight Hundred Seventy Dollars (\$1,870.00) and a recurring annual subscription cost of Eleven Thousand Two Hundred Twenty-One Dollars (\$11,221.00) for the software and related services; and

WHEREAS, the agreement provides that the annual subscription cost may increase by up to five percent (5%) annually during the term of the agreement; and

WHEREAS, the City Council finds that the acquisition of the JustFOIA system will improve administrative efficiency, compliance with the Illinois Freedom of Information Act, and overall records management for the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOOPESTON, VERMILION COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Authorization.

The Mayor of the City of Hoopeston is hereby authorized and directed to enter into a contract with MCCi, LLC for the purchase and implementation of the JustFOIA software platform for the purpose of managing and tracking Freedom of Information Act requests.

Section 2. Costs.

The agreement shall include a one-time implementation cost of \$1,870.00 and an annual

subscription cost of \$11,221.00, subject to an annual increase not to exceed five percent (5%), as provided in the agreement.

Section 3. Purpose.

The software shall be used by City staff to receive, track, process, and archive FOIA requests in a manner that improves efficiency, ensures compliance with Illinois law, and maintains accurate records of all requests received by the City.

Section 4. Execution of Documents.

The Mayor and City Clerk are hereby authorized to execute any and all documents necessary to carry out the intent of this Resolution.

Section 5. Effective Date.

This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

Passed and adopted by the City of Hoopeton this,

\_\_\_\_ day of \_\_\_\_\_, 2026 by a vote of \_\_\_\_ AYES and \_\_\_\_ NAYS to \_\_\_\_ ABSTENTIONS of the City Council of Hoopeton, Illinois.

\_\_\_ Kellie Ferrell     \_\_\_ Robin Lawson  
\_\_\_ Michael Ferrell   \_\_\_ Joe Garrett  
\_\_\_ Stephen Eyrich   \_\_\_ Bob Porth  
\_\_\_ Toby McElhaney   \_\_\_ Tim Scharlach

\_\_\_\_\_  
Mayor Tracy Carter

\_\_\_\_\_  
City Clerk Bradley Hardcastle

## **MASTER SERVICES AGREEMENT NO. 47959**

This Master Services Agreement No. 47959 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "**Company**" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

### **1. Scope of Service**

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of the applicable Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

### **2. Fees**

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

### **3. Invoicing and Payment**

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

Payments for recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") are non-refundable.

#### **4. Term and Termination**

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will continue for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Notwithstanding the foregoing, if at any point an Order, Recurring Services, or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

Notwithstanding anything to the contrary, despite expiration, non-renewal, or termination of this Agreement, unless the Parties have executed a master agreement that supersedes this Agreement, if at any time there is any active Order, or Company is providing any services to Client, the terms of this Agreement will continue to apply to the applicable Order or services.

#### **5. Working Arrangements**

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

#### **6. Company Personnel**

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

#### **7. Non-Solicitation**

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to

a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

#### **8. Data Privacy**

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

#### **9. Confidential Information**

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

#### **10. Intellectual Property**

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of

the Services provided hereunder (“**Pre-existing Work**”), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company’s obligations respecting Client’s Confidential Information.

## **11. Warranty**

### **(a) General Representation and Warranty.**

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

### **(b) Services Warranty.**

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

### **(c) General Warranty.**

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, “**State Data Protection Laws**”), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

## **12. Indemnification and Limitation of Liability**

### **(a) Indemnification.**

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys’ fees) in connection with third party claims, demands, suits, or proceedings (“**Claims**”) for bodily injury or tangible property damage arising out of Company’s performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party’s intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party’s option, and Company’s sole liability shall be subject to the limitation of liability provided in this Section.

### **(b) Indemnification Procedure.**

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client’s rights, including, without limitation, those in its intellectual property); and (iii) at Company’s cost, all reasonable assistance.

### **(c) Limitation of Liability.**

Except for a breach of intellectual property rights, a third party’s end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY’S PAYMENT OBLIGATIONS; (ii) EACH PARTY’S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT’S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. UNLESS PROVIDED OTHERWISE IN AN ORDER, THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN THE WARRANTY AND INDEMNIFICATION AND LIMITATION OF LIABILITY SECTIONS HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

### 13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

### 14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to Company</u>	<u>If to Client:</u>
MCCi, LLC	City of Hoopeston
3717 Apalachee Parkway	301 West Main Street
Suite 201	Hoopeston, IL 60942
Tallahassee, FL 32311	Attn: Eric Eves
Attn: Legal Department	Email: <a href="mailto:Ericeves@cityofhoopeston.com">Ericeves@cityofhoopeston.com</a>
Email: <a href="mailto:legal@mccinnovations.com">legal@mccinnovations.com</a>	

### 15. Miscellaneous

#### (a) EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"). This applies, without limitation, to MCCi affiliate licensed software regardless of the means of provision. Except for a Company Affiliate providing the foregoing, Company shall not be responsible for such products except related services provided directly by Company.

#### (b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

#### (c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

#### (d) Company Software Configuration Services.

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

#### (e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

#### (f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals

based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

**(g) Excluded Parties List.**

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

**(h) Boycotts.**

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

**(i) E-Verify**

Company uses E-Verify to verify the work authorization of all newly hired employees.

**(j) Force Majeure.**

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

**(k) Audit Rights.**

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

**(l) Assignment.**

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

**(m) Modification.**

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

**(n) Provisions Severable.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

**(o) Dispute Resolution.**

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

**(p) Interpretation.**

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

**(q) Publicity.**

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in this Agreement.

**(r) Entire Agreement.**

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

**(s) Counterparts.**

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document

format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

**(t) Governing Law.**

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

**(u) Survival.**

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Data Privacy), 9 (Confidential Information), 10 (Intellectual Property), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

**(v) Bench Trial.**

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

**(w) No Class Actions.**

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

**(x) Limitation Period.**

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

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

**MCCi, LLC**

**CITY OF HOOPESTON ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

301 WEST MAIN STREET  
HOOPESTON, IL 60942

**ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 47959**

**INITIAL JUSTFOIA ORDER**

Pursuant to Master Services Agreement No. 47959 ("**Agreement**"):

This Order, designated as Addendum No. 1, is entered into as of \_\_\_\_\_, ("**Order Effective Date**"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Order is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCi and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Order, the Order will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

**JustFOIA, Inc**

**CITY OF HOOPESTON ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# PRICING



3717 Apalachee Parkway, Suite 201  
 Tallahassee, FL 32311  
 850.701.0725  
 850.564.7496 fax

**Client Name:** City of Hoopeston  
**Client Address:** 301 West Main Street, Hoopeston, IL 60942  
**Quote Number:** 40638  
**Quote Type:** New JustFOIA System  
**Site Name:** City of Hoopeston  
**URL:** cityofhoopeston.justfoia.com

**Bill to:** Trish Stebbins  
[trishstebbins@cityofhoopeston.com](mailto:trishstebbins@cityofhoopeston.com)

**Ship to:** Tracy Carter  
[tracycarter@cityofhoopeston.com](mailto:tracycarter@cityofhoopeston.com)

**cc AP Contact:** [virginiayaden@cityofhoopeston.com](mailto:virginiayaden@cityofhoopeston.com)

**Quote Date:** 3/10/2026

**Subscription Period Start Date:**  
 Date of Contract Execution

**Subscription Period End Date:**  
 12 Months from Date of Contract Execution

<b>Product Description:</b>	<b>Qty.</b>	<b>Unit Cost</b>	<b>Total</b>
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**JustFOIA ANNUAL RECURRING SERVICES**

<input checked="" type="checkbox"/> <b>JustFOIA Pro Plus</b>	1	\$9,835.00	\$9,835.00
<input checked="" type="checkbox"/> <b>Single Sign-On (SSO)</b>	1	Included	Included
<input checked="" type="checkbox"/> <b>Any &amp; All Document Management</b>	1	Included	Included
<input checked="" type="checkbox"/> <b>Unlimited Admins, Power Users &amp; General Users</b>	1	Included	Included
<input checked="" type="checkbox"/> <b>Unlimited Storage</b>	1	Included	Included

**JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION**

<input checked="" type="checkbox"/> <b>JustFOIA Managed Support Services</b>	1	\$1,386.00	\$1,386.00
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*Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.*

<b>SUBTOTAL - RECURRING ANNUAL SERVICES</b>	<b>\$11,221.00</b>
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<b>Service Description:</b>	<b>Qty.</b>	<b>Unit Cost</b>	<b>Total</b>
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**JustFOIA SERVICE PACKAGES**

<input checked="" type="checkbox"/> <b>Pro Implementation</b>	1	Included	Included
<input checked="" type="checkbox"/> <b>Configuration of 2 Request Forms</b> • City Clerk Records Requests • Police Department Records Requests	1	Included	Included
<input checked="" type="checkbox"/> <b>Redaction Exemption Codes Configuration</b>	1	\$1,500.00	\$1,500.00
<input checked="" type="checkbox"/> <b>Single Sign-On Configuration</b>	1	Included	Included
<input checked="" type="checkbox"/> <b>Any &amp; All Document Management Configuration</b>	1	Included	Included
<input checked="" type="checkbox"/> <b>Dynamic Fields Configuration (up to 10/package)</b>	1	\$370.00	\$370.00

<b>SUBTOTAL - ONE-TIME SERVICES</b>	<b>\$1,870.00</b>
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<b>YEAR 1 ORDER COST</b>	<b>\$13,091.00</b>
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*All Quotes Expire 30 Days from Quote Date*

**This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.**



## RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the “**Solution**”).

An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts). The Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice or will terminate as set forth below (“Termination” section).

## SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

## TERMINATION

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (b) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a “**Bankruptcy Event**”), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (c) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an “**Event of Non-appropriation**”). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

*[remainder of page intentionally left blank]*

## BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
<b>Recurring Services</b>	<ul style="list-style-type: none"><li>▪ <b>Initial Sale:</b> Upon receipt of Order.</li><li>▪ <b>Annual Renewal:</b> 75 days in advance of expiration date.</li></ul>
<b>One-Time Services</b>	50% upon project kickoff, remaining 50% upon project completion and project acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

## PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Notwithstanding any payment terms to the contrary, while Company will send a renewal invoice approximately 75 days prior to the expiration of the then current Recurring Services, the payment is not considered delinquent unless it occurs after the expiration date of the Recurring Services. Once payment has been received, no refunds for Recurring Services are available.

# TECHNICAL & SUPPLEMENTAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

## Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	Technical	JMSS	JPASS
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

\***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

\*\***New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

**Note on Hours usage:** JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

## JustFOIA Supplemental Support Services

Want an enhanced level of post-implementation support? JustFOIA offers two supplemental support packages, Managed Support Services (JMSS) or Process Administration Support Services (JPASS), to cover ongoing consultation, training, and configuration services. A supplemental support package is strongly encouraged to be included with every renewal and is an annual subscription. Pricing is based on the package purchased and is an advanced discounted block of hours, which expires on the same date as Client's annual renewal. JMSS pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. JPASS pricing for the advanced block of hours is based on JustFOIA's Senior Support Technician hourly rate discounted by 10%.

## **Supplemental Support Package Definitions**

### **ENHANCED KNOWLEDGE**

You'll have access to our team of more knowledgeable support technicians.

### **REMOTE TRAINING**

Additional remote training is conducted to train new users or as refresher training for existing users.

### **SYSTEM CONSULTATION**

JustFOIA offers best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

### **CONFIGURATION/MODIFICATION SERVICES**

Configuration/modification services for request forms, standard workflows, email templates, dynamic form fields, and more.

### **CHANGES TO ROUTING OF CURRENT DIRECTROUTE WORKFLOWS**

For clients with a DirectRoute Workflow, we will make minor adjustments such as changing the routing individual to maintain your DirectRoute Workflow.

### **DEDICATED SUPPORT PROFESSIONAL & INSTITUTIONAL KNOWLEDGE**

You will be assigned a dedicated support professional who will gain institutional knowledge of your agency's unique setup and configuration of the JustFOIA solution.

### **PROACTIVE, RECURRING CALLS UPON REQUEST**

Clients can request to have a recurring call with their dedicated support professional (monthly or quarterly) to discuss recommended changes, questions, or concerns.

### **ADJUSTMENT OF CURRENT SINGLE-SIGN ON OR PAYMENT PORTAL CONNECTIONS**

JustFOIA can assist with adjusting the current SSO or Payment Portal connection.

# SERVICE PACKAGES

## GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Any deviations from the contract will be documented in a Change Order that Client must execute.
- All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.
- For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

## PRO IMPLEMENTATION

### CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
  - Create General User and Viewer accounts and respective departments
  - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

### JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding
- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

## REDACTION EXEMPTION CODES CONFIGURATION

### CLIENT TASKS & DELIVERABLES

- Provide list of desired Exemption Codes for entry into JustFOIA with desired descriptions

### JustFOIA TASKS & DELIVERABLES

- Configure Redaction Exemption Codes and Exemption Log
- Complete testing and training

## ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

### CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

### JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

## SINGLE SIGN-ON (SSO) CONFIGURATION

### CLIENT TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- Follow the [Single Sign-on Guide](#) and best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with JustFOIA to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
- Work with JustFOIA to determine what pieces of information will be needed
- Participate in testing

### JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
  - Deliver any relevant documentation for connection type to the client
  - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
  - Information gathered by client is provided to JustFOIA
  - Enterprise Connection is created and established in the JustFOIA system
    - Client tests the connection to validate it is configured and working correctly
- Complete testing

## **DYNAMIC FIELDS CONFIGURATION**

### **CLIENT TASKS & DELIVERABLES**

- Provide a list of desired dynamic form field(s), keywords and/or external links

### **JustFOIA TASKS & DELIVERABLES**

- Conduct requirements gathering (not to exceed 1 hour)
- Configure and implement up to 10 dynamic form fields (not to exceed 1 hour)
- Complete testing

# JUSTFOIA TERMS OF SOFTWARE SERVICE

THESE **TERMS OF SOFTWARE SERVICE (THESE "TERMS")** APPLY TO ALL ORDERS PLACED FOR THE JUSTFOIA SOFTWARE PROVIDED AS A SERVICE (THE "SOLUTION"). THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

## WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

### JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

### Client Warranties

Client warrants that JustFOIA's use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

## LIMITED LIABILITY

JUSTFOIA'S, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS, TOTAL AGGREGATE LIABILITY, FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THESE TERMS, OR USE OF THE SOLUTION (INCLUDING, WITHOUT LIMITATION, LICENSED SOFTWARE, SAAS OFFERINGS HOSTED ON MICROSOFT AZURE, AND ANY RELATED PROFESSIONAL SERVICES), SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES ACTUALLY RECEIVED BY JUSTFOIA UNDER THE APPLICABLE ORDER GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

LIMITED LIABILITY SHALL NOT APPLY TO: (A) BREACH OF INTELLECTUAL PROPERTY RIGHTS; (B) A BREACH OF ANY APPLICABLE ACCEPTABLE USE POLICY; (C) FRAUD OR WILLFUL MISCONDUCT; OR (D) LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITED LIABILITY SET OUT IN THIS SECTION SHALL TAKE PRECEDENCE OVER LANGUAGE INCLUDED IN ANY OTHER AGREEMENT.

## **CLIENT SOLUTION CUSTOMIZATIONS**

JustFOIA is not responsible for any damage caused by the user's customization of the system not performed by JustFOIA. JustFOIA will not be held responsible for correcting any problems that may occur from these customizations.

## **LICENSED SOFTWARE AND SERVICES**

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

## **CLIENT RESPONSIBILITIES**

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

## **ACCEPTABLE USE POLICY**

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

## **INFORMATION & PRIVACY**

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Terms do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Terms, Terms & Conditions.

## **INFORMATION SHARING AND DISCLOSURE**

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in the Information & Privacy section above.

## INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered “Works made for Hire” or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

## ACCOUNT SECURITY

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client’s account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client’s responsibility to use a secure network to communicate with the Solution.

## DATA RETENTION & ACCESS

JustFOIA will retain Client’s information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client’s information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client’s information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client’s information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server’s files that Client has in common with other users, provided that JustFOIA’s confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

## NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

### **Acquisition of Non-JustFOIA Products and Services**

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as “Certified” (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, “Certified” shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

**Non-JustFOIA Applications and Client information**

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

**Integration with Non-JustFOIA Services**

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

**City of Hoopeton**  
301 W Main St  
Hoopeton, IL 60942  
217-283-5833



**RESOLUTION CREATING THE ADA  
PLAYGROUND ADVISORY  
COMMITTEE**

CITY OF HOOPESTON

RESOLUTION 2026-\_\_\_\_\_

A RESOLUTION ESTABLISHING THE ADA PLAYGROUND ADVISORY COMMITTEE

WHEREAS, the City of Hoopeston desires to provide safe, inclusive, and accessible recreational opportunities for residents and visitors of all abilities; and

WHEREAS, the City Council recognizes the importance of ensuring that playground facilities are accessible and compliant with the requirements of the Americans with Disabilities Act of 1990 and other applicable accessibility standards; and

WHEREAS, the City Council finds it appropriate to establish an advisory committee to study, evaluate, and make recommendations regarding the planning, location, design, and funding of a proposed ADA-compliant playground within the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOOPESTON, ILLINOIS, AS FOLLOWS:

**SECTION 1. Establishment.**

There is hereby established the ADA Playground Advisory Committee (the “Committee”), which shall serve solely in an advisory capacity to the City Council.

**SECTION 2. Purpose and Duties.**

The Committee shall:

1. Review applicable federal and state accessibility requirements for playground facilities.
2. Evaluate potential locations within the City for the development of an ADA-compliant playground.
3. Gather public input regarding inclusive playground design and desired features.
4. Review conceptual playground designs, equipment options, and estimated project costs.
5. Identify potential grant opportunities, partnerships, and funding strategies, subject to prior City Council authorization.

6. Present written findings and recommendations to the City Council regarding the proposed development of an ADA-compliant playground.

The Committee shall have no authority to bind the City, expend public funds, enter into contracts, direct City personnel, or otherwise exercise governmental authority.

### **SECTION 3. Membership.**

- A. The Committee shall consist of up to 5 members.
- B. Members shall be appointed by the Mayor, subject to approval of the City Council.
- C. Membership should, to the extent practicable, include:
  - A member of the City Council serving as liaison
  - A representative of City staff or Public Works
  - A member of the disability community or accessibility advocate
  - Parents or community stakeholders
- D. Members shall serve without compensation.

### **SECTION 4. Compliance with Law.**

The Committee shall comply with the requirements of the Illinois Open Meetings Act and the Illinois Freedom of Information Act to the extent applicable.

Meeting notices and agendas shall be posted as required by law. Minutes shall be prepared and maintained, and all Committee records shall be retained by the City Clerk in accordance with City policy and applicable law.

### **SECTION 5. Administrative Support.**

Administrative and clerical support shall be provided by the City Clerk or the Mayor's designee. All official records of the Committee shall remain property of the City.

### **SECTION 6. No Budget Authority.**

The Committee shall not incur expenses, obligate funds, solicit donations, or accept contributions on behalf of the City without prior authorization by the City Council.

### **SECTION 7. Sunset Provision.**

The Committee shall automatically dissolve upon submission of its final written recommendations to the City Council or on December 31, 2027, whichever occurs first, unless extended by further action of the City Council.

**SECTION 8. Effective Date.**

This Resolution shall take effect immediately upon passage and approval as provided by law.

Passed and adopted by the City of Hoopeston this,

\_\_\_\_ day of \_\_\_\_\_, 2026 by a vote of \_\_\_\_ AYES and \_\_\_\_ NAYS to \_\_\_\_ ABSTENTIONS of the City Council of Hoopeston, Illinois.

\_\_\_ Kellie Ferrell     \_\_\_ Robin Lawson  
\_\_\_ Michael Ferrell     \_\_\_ Joe Garrett  
\_\_\_ Stephen Eyrich     \_\_\_ Bob Porth  
\_\_\_ Toby McElhaney     \_\_\_ Tim Scharlach

\_\_\_\_\_  
Mayor Tracy Carter

\_\_\_\_\_  
City Clerk Bradley Hardcastle

**City of Hoopeston**

301 W Main St

Hoopeston, IL 60942

217-283-5833



**RESOLUTION APPOINTING  
MEMBERS TO THE ADA  
PLAYGROUND ADVISORY  
COMMITTEE**

RESOLUTION 2026 - \_\_\_\_\_

A RESOLUTION APPROVING THE APPOINTMENT OF PERSONS TO THE ADA PLAYGROUND  
ADVISORY COMMITTEE

**WHEREAS,** Mayor Tracy Carter hereby appoints/reappoints the following individuals to the  
ADA Playground Advisory Committee:

Holly Eyrich	515 W. Chestnut St, Hoopeston
_____	_____
_____	_____
_____	_____
_____	_____

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
HOOPESTON, ILLINOIS,** as follows:

**SECTION 1.** That the appointments presented by the Mayor to the Council in the preamble  
of this RESOLUTION is incorporated by reference set forth herein.

**SECTION 2.** That the Council hereby advises, consents, and confirms the appointments of  
the individuals stated herein to the ADA Playground Advisory Committee.

**SECTION 4.** That the City Clerk is hereby directed to send a copy of this RESOLUTION and  
certificate of appointment to the individuals listed and the Mayor.

Passed and adopted by the City of Hoopeston this,

\_\_\_\_\_ day of \_\_\_\_\_, 2026 by a vote of \_\_\_\_\_ AYES and \_\_\_\_\_ NAYS to \_\_\_\_\_ ABSTENTIONS of the  
City Council of Hoopeston, Illinois.

- |                     |                   |
|---------------------|-------------------|
| ___ Kellie Ferrell  | ___ Robin Lawson  |
| ___ Michael Ferrell | ___ Joe Garrett   |
| ___ Stephen Eyrich  | ___ Bob Porth     |
| ___ Toby McElhaney  | ___ Tim Scharlach |

\_\_\_\_\_  
Mayor Tracy Carter

\_\_\_\_\_  
City Clerk Bradley Hardcastle

**City of Hoopeston**  
301 W Main St  
Hoopeston, IL 60942  
217-283-5833



**RESOLUTION DEEDING PROPERTY  
TO BUILT 2 LAST PROPERTY  
MANAGEMENT LLC**

RESOLUTION 2026 - \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY  
LOCATED AT 209 E. MAIN STREET AND 211 E. MAIN STREET TO BUILT 2 LAST PROPERTY  
MANAGEMENT LLC**

WHEREAS, the City of Hoopeston, Vermilion County, Illinois (the “City”), is the owner of certain real property located within the City and commonly known as 209 E. Main Street (GRTL 0061) and 211 E. Main Street (GRTL 0060); and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to convey said properties for purposes of redevelopment, improvement, and return of the properties to productive use; and

WHEREAS, Built 2 Last Property Management LLC has expressed interest in acquiring the properties for such purposes; and

WHEREAS, the City Council finds that conveying the properties will promote redevelopment and economic activity within the City and serve the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hoopeston, Vermilion County, Illinois, as follows:

**SECTION 1.**

The City Council hereby authorizes the conveyance of the real property commonly known as:

209 E. Main Street, Hoopeston, Illinois – GRTL 0061

211 E. Main Street, Hoopeston, Illinois – GRTL 0060

to Built 2 Last Property Management LLC.

**SECTION 2.**

The Mayor is hereby authorized and directed to execute, and the City Clerk is authorized to attest, a Quitclaim Deed or other appropriate conveyance document transferring the

above-described properties from the City of Hoopeston to Built 2 Last Property Management LLC, together with any other documents necessary to complete the transfer.

**SECTION 3.**

The conveyance of the above-described properties shall be made in “as-is, where-is” condition, with all faults. The City makes no representations or warranties, express or implied, regarding the condition of the property, including but not limited to structural condition, environmental condition, suitability for any particular use, or compliance with applicable codes or regulations. By accepting the conveyance, Built 2 Last Property Management LLC acknowledges and agrees that it is acquiring the properties in their present condition and assumes all responsibility for any repairs, improvements, or remediation that may be necessary.

**SECTION 4.**

The Mayor is authorized to cause the executed deed to be recorded with the Vermilion County Recorder of Deeds following execution.

**SECTION 5.**

This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

Passed and adopted by the City of Hoopeston this,

\_\_\_\_ day of \_\_\_\_\_, 2026 by a vote of \_\_\_\_ AYES and \_\_\_\_ NAYS to \_\_\_\_ ABSTENTIONS of the City Council of Hoopeston, Illinois.

\_\_\_ Kellie Ferrell      \_\_\_ Robin Lawson  
\_\_\_ Michael Ferrell    \_\_\_ Joe Garrett  
\_\_\_ Stephen Eyrich    \_\_\_ Bob Porth  
\_\_\_ Toby McElhaney   \_\_\_ Tim Scharlach

\_\_\_\_\_  
Mayor Tracy Carter

\_\_\_\_\_  
City Clerk Bradley Hardcastle

**City of Hoopeston**  
301 W Main St  
Hoopeston, IL 60942  
217-283-5833



**MARCH 2026 CITY LOT BID AD**  
**DRAFT**



**CITY OF HOOPESTON  
301 W. MAIN ST.  
HOOPESTON, IL 60942**

### **LEGAL BID NOTICE**

The City of Hoopeston is seeking bids for the sale of several city owned lots listed below. Bids must be enclosed in a sealed envelope with "City Lots" clearly written on the outside of the envelope. DO NOT put your name on the outside of the envelope. Bids should include the individual lot you are placing a bid on and contact information of the bidder. Lot specifications are available at the City Hall Administration office. Minimum bid on each lot will be \$850. Bids are due by 10:00 am on Friday, April 10, 2026 at the City Hall Administration office, 301 W Main St. Bid openings will be at 10:00 am Friday, April 10, 2026 at the City of Hoopeston Municipal Building, 301 W Main St.

City lots are as follows:

- 204 East Young - Tract # GRTL1739
- 320 Front Street - Tract # GRTL1791
- 204 N Market Street – Tract # GRTL0237
- 219 E Main Street – Tract # GRTL0066
- 221 E Main Street – Tract # GRTL0067
- 223 E Main Street – Tract # GRTL0068
- 225 E Main Street – Tract # GRTL0069
- 229 E Main Street – Tract # GRTL0070
- 300 E Main Street – Tract # GRTL0036
- 306 E Main Street – Tract # GRTL0034

Dated this 23<sup>rd</sup> & 30<sup>th</sup> day of March 2026

Bradley Hardcastle, City Clerk