

PROPOSAL

August 28, 2026

Prepared for:

**St. Paul Town Board
Decatur County, Indiana**

To Provide:

**ThinkGIS.com Subscription;
Think GIS® Data Conversion: Sewer, Water, Storm Utilities;
Data Maintenance Subscription**

This proposal is valid for 90 days



WTH Technology, LLC
• 3665 Washington Blvd • Indianapolis, IN 46205 •
• 888.225.5984 Toll Free •
• www.wthgis.com •

OVERVIEW

The St. Paul Town Board, Decatur County, Indiana (the “Client”) requires GIS and/or mapping related products and services. WTH Technology, LLC (“WTH” or the “Company”) is a provider of such products and services. This proposal, once executed by both parties, constitutes the parties’ agreement (this “Agreement”) and defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

DESCRIPTION OF PRODUCTS AND SERVICES

ThinkGIS.com Subscription

The Client will be provided with the number of **User Login(s) to ThinkGIS.com** set forth in the Order Form below for use by Client staff. The Client must provide unique email addresses for use as User Login credentials. Login credentials used under this agreement may not be shared. Login credentials will allow users to connect to the system from one device at a time. Attempts to login on another device while a login is active will result in the original login session being terminated. The User Logins will allow access to all functionality present in the base ThinkGIS.com system. Each user will be granted access to the Client’s ThinkGIS.com map as described below.

The Client will be given Customer Administrative privileges to manage the distribution of the User Logins included in this proposal. Individual users can be added, edited, or deleted within the contracted quota of User Logins. Additional User Logins may be added to the Client’s quota at any time.

ThinkGIS.com Map Setup

ThinkGIS.com Website Access will be provided with **1 map** built upon the market leading open-source Mapbox map platform and containing a set of Client supplied base map GIS layers that are managed by the Client, unless otherwise specified, and are present in the Client’s Think GIS® data synchronization system. Client base map layers to be included are aerial photography, county boundaries, municipal boundaries, parcels, addresses, roads, highways and address ranges if available and desired.

The Client shall identify the number of GIS layers to be published to the ThinkGIS.com system and provide this information to the Company. Additional layers beyond the standard package inclusion of 10 GIS layers and the above listed base map layers may be purchased at any time. The ThinkGIS.com website will support an unlimited number of GIS layers; however, the Company may charge additional implementation fee(s) depending on the number and type of GIS layers that are selected by the Client. The Company will configure the ThinkGIS.com Map for the Client by overlaying the Client selected GIS layers on the selected Mapbox base maps. The Company will configure the Client’s GIS layers to be automatically updated when changes are uploaded to the Think GIS® data synchronization system by the Client. The Company will work with the Client to confirm the specific configuration of the Client’s layers in the map including setting layer visibility and searchability.

Additional maps may be added to the system; however, each user may be configured with access to only one Client map. The Company will provide a quote to configure and deploy each additional map upon request.

Training & Implementation Plan

The Company will create the Client’s account in the system, configure the system with connection to the Client map, and authorize the number of client logins available under this agreement. The Company will provide training to instruct the Client on use of the system to meet specific application needs.



System Requirements

ThinkGIS.com is optimized to operate best using Google Chrome, Mozilla Firefox and Apple Safari browsers. It may work without error on other browsers, but the Company does not guarantee its performance on non-supported browsers.

Utility Data Field Collection

The Company will provide the GPS equipment to the Client to use for the field collection process. The Company will train the Client on the use of the equipment. The Client will field collect the surface features for the following layers: sanitary manholes, lift stations, hydrants, valves, water towers, storm manholes, storm Inlets, and storm outlets. The Client will have access to the GPS equipment for 30 days. If additional time is needed, additional fees will apply.

Source Materials: Sanitary Sewer Utility – GIS Layer Conversion

The Sanitary Sewer Utility layer will contain a maximum number of linear miles as set forth in the Order Form below. Once the field collection is complete, the Client will provide the Company with the field-collected points. The Company will import the field-collected points for the manholes and lift stations into Think GIS® layer format. Using the field-collected points and paper sources provided by the Client, the Company will digitize the sanitary lines in Think GIS® layer format. Prior to digitizing the layers, the Company will meet with the Client to determine which attribute fields to include in each GIS Layer.

** The delivery date of the Sanitary Sewer Utility layer is dependent on the Client's submission of the field-collected points and is not restricted to the stated Project Delivery Date set forth in the Order Form below.*

Source Materials: Water Utility – GIS Layer Conversion

The Water Utility layer will contain a maximum number of linear miles as set forth in the Order Form below. Once the field collection is complete, the Client will provide the Company with the field-collected points. The Company will import the field-collected points for the hydrants, valves, and water towers into Think GIS® layer format. Using the field-collected points and paper sources provided by the Client, the Company will digitize the water mains in Think GIS® layer format. Prior to digitizing the layers, the Company will meet with the Client to determine which attribute fields to include in each GIS Layer.

** The delivery date of the Water Utility layer is dependent on the Client's submission of the field-collected points and is not restricted to the stated Project Delivery Date set forth in the Order Form below.*

Source Materials: Storm Water Utility – GIS Layer Conversion

The Storm Water Utility layer will contain a maximum number of linear miles as set forth in the Order Form below. Once the field collection is complete, the Client will provide the Company with the field-collected points. The Company will import the field-collected points for the manholes, inlets, and outlets into Think GIS® layer format. Using the field-collected points and paper maps provided by the Client, the Company will digitize the stormwater mains in Think GIS® layer format. Prior to digitizing the layers, the Company will meet with the Client to determine which attribute fields to include in each GIS Layer.

** The delivery date of the Storm Water Utility layer is dependent on the Client's submission of the field-collected points and is not restricted to the stated Project Delivery Date set forth in the Order Form below.*

Data Maintenance Subscription

The Company will perform updates to the Client's Utility GIS data layers for the maximum number of hours set forth in the Order Form. For the process to run smoothly, the procedural steps are as follows:

1. As new utility GIS layer updates are needed, the Client will submit supporting documentation to the Company via the data submission process described as follows.

2. The Client will complete the online data submission form developed for this purpose, including all relevant information.
3. The Company will review the submission and create the requested GIS data updates in the Client's respective GIS layer currently residing on the Think GIS® data synchronization system. The Company will own all layers managed under this agreement.
4. Once all the GIS data in the submission has been created, and the Think GIS® layer updated, the Company will advise the Client to retrieve the layer via the Think GIS® data synchronization system, as applicable.
5. Under this agreement the Company will complete and return all new GIS data updates within five (5) business days from the date of submission. Multiple update requests such as for utility extension projects will be completed and returned within ten (10) business days. The Company will advise the Client if additional delivery time will be required due to the size and/or complexity of the data request.

Utility GIS Layers

The utility GIS layers included in this maintenance subscription are listed in Addendum A. Any changes to this layer list must be made in writing and mutually agreed to by the Client and the Company. Changes to this layer list may result in a change to the cost paid by the Client.

Annual Contract Evaluation

No earlier than 90 days, no later than 60 days prior to the end of the 12-month contract period, the Client and the Company will meet to evaluate the project. This meeting will determine if the project scope and pricing are correct based on the volume of updates required. The contract may be amended in writing prior to each renewal because of this meeting.

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ANNUAL SOFTWARE SUBSCRIPTION

<u>Client Support</u>	Support is available during normal business hours at 1-888-CALL WTH, Monday through Friday, 8 am to 5 pm (EST), or via e-mail at support@wthgis.com . Technical support consultants will be available to answer questions about using WTH software and to discuss its application to the Client's operational needs and issues. Remote support is available through online services and allows technicians the ability to connect to the Client's computer(s) as requested.
<u>Software Upgrades</u>	Software upgrades made to WTH software are included in all active Annual Software Subscriptions.
<u>Reinstallation and Configuration</u>	Reinstallation and configuration assistance may be included under the Annual Software Subscription at the Company's discretion. Based on complexity or other factors, the Company may instead scope such work as a separate professional services project, which will not begin until a separate agreement for that work is signed.
<u>Refresher Training</u>	The Company provides resources on the WTH website for all clients to utilize for training, as necessary. Basic refresher training on WTH software, products, and professional services is also available through client remote support.
<u>Off -Site Data Backup</u>	The Company will provide an off-site backup service for Client data uploaded through the synchronization process, subject to backup scope, data volume, and retention parameters approved by the Company. The Company will work with the Client to establish a mutually acceptable backup arrangement and reserves the right to approve the type and quantity of data included in the service. The backup service depends on the Client's proper and consistent use of the synchronization process, and the Company does not guarantee that any data will be captured, retained, or recoverable. The Client remains responsible for maintaining its own records and data.
<u>Pre-Contract Technical Counsel</u>	The Company will be available to assist the Client in any pre-contract decision regarding digital data proposed for use in conjunction with WTH software, and/or professional services.

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GENERAL TERMS

Entire Agreement – This Agreement represents the entire agreement between the Client and the Company.

Governing Law – This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

Severability – In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

Amendments – This Agreement may be amended or modified only by the mutual written agreement of the Client and Company.

Signing in Counterparts – This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one in the same.

Agreement Term and Renewal - This Agreement shall become effective at such time that both parties sign this Agreement. Any specified Annual Software Subscription shall remain in effect through the one-year anniversary date of this Agreement and shall automatically renew for succeeding one-year terms, unless the Client or Company delivers a written Notice of Intent to Not Renew at least 60 days prior to the annual anniversary date of this Agreement. For other specified work items, this Agreement shall remain in effect for a term as outlined on the Order Form.

Data Acknowledgements - This Agreement does not in any way change the ownership rights of any GIS Data or other Data created, imported or exchanged as a part of this Agreement. The Company and Client agree to verify the GIS Data or other Data provided to the best of their ability but acknowledge that none of the parties make representations of any kind or in any way guarantee the accuracy, functioning, completeness, or usefulness of the GIS Data or other Data created, imported or exchanged as a part of this Agreement.

Annual Software Subscription – The Company will provide the following as part of the “Annual Software Subscription,” meaning the recurring annual fee for the Think GIS® software and related products provided under this Agreement. The Annual Software Subscription is paid in full at the beginning of each 12-month period and covers WTH software and support where applicable. Support of any hardware or communications network component is not included in the Annual Software Subscription. Implementation and other professional services are also not included on the Order Form. If implementation is required for this engagement, it is itemized separately in the Order Form. Any professional services beyond those itemized in this Agreement will be scoped and priced separately. The Annual Software Subscription may be subject to annual fee adjustment(s). Support services are included in the Annual Software Subscription fee and will be provided if the subscription is current.

Client Hosted Services – The Company shall use commercially reasonable efforts to make the Client's hosted service available continuously, 24 hours per day, during the term of this Agreement, except during planned or scheduled maintenance and interruptions caused by circumstances beyond the Company's reasonable control.



The Company does not guarantee that the hosted service will operate without interruption or be error-free. If the Client experiences an interruption or error, the Company shall promptly respond after receiving notice from the Client and use commercially reasonable efforts to correct the problem.

Limitation of Liability – EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE COMPANY DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES OF MERCHANTABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES, OR FOR ANY LOSS OF BUSINESS OR PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE THEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY THE CLIENT UNDER THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

THE GIS DATA OR OTHER DATA CREATED, IMPORTED OR EXCHANGED AS PART OF THIS AGREEMENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED WITH RESPECT TO THE GIS DATA OR OTHER DATA PROVIDED UNDER THIS AGREEMENT.

Force Majeure - Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Dispute Resolution - If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration, litigation, or some other dispute resolution procedure.

Notices – All notices, requests, demands, claims, and other communications hereunder will be in writing and shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, to the address of the intended recipient as set forth in this Agreement or as subsequently provided by either the Client or Company as their current notification address.

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ORDER FORM

Date: August 31, 2026

Expiration Date: 90 Days from above Date



CLIENT NAME: St. Paul Town Board	PROJECT NO:
JOB TYPE: Utility	CSA – SUB PROJECT NO:
PROJECT CONTACT	INVOICE CONTACT (Finance Dept. or Equivalent)
Name: Jerome Buening	Name:
County: Decatur	County:
Address: 105 S. Conger Street	Address:
City, ST, Zip: St. Paul, IN 47272	City, ST, Zip:
Telephone: 765.525.6343	Telephone:
Email: jbuening6813@gmail.com	Email:

SALESPERSON	PAYMENT TERMS	DELIVERY DATE
Name: Paul Owens	Total Fees Must Be Paid by the Invoice Date	180 Days after Invoice Date
Email: paul.owens@wthgis.com		
Phone: (888) 225-5984		

QTY	DESCRIPTION	FEES
1	ThinkGIS.com User Login Subscription	\$ 360.00
1	Annual Data Maintenance Subscription	\$ 1,500.00
PROJECT SCOPE INFORMATION		Implementation Fee (One-Time Fee)
- Sanitary Sewer Utility Layer - 5 pipe miles - Water Utility Layer - 5 pipe miles - Storm Utility Layer – 5 pipe miles - Additional linear pipe miles for any utility will generate a separate Order Form. - Data Maintenance Subscription: 5 hours/year		- Project Management, Configuration, Installation, Training
		Total First-Year Annual Software Subscription Fees
		\$ 360.00
		Total Annual Data Management Service Subscription Fees
		\$ 1,500.00
		Total Implementation [One-Time] Fee
		\$14,800.00
		Total Fees
		\$16,660.00

WTH will generate and issue an invoice upon execution of an Agreement. The Invoice Date shall be the first day of the second calendar month following the month in which the Agreement is signed. Payment is due on or before the Invoice Date, and WTH will not commence work or provide access until payment is received. The initial service term shall commence on the Invoice Date and continue for a period of twelve (12) calendar months. Thereafter, the Agreement shall automatically renew for successive twelve (12) month terms unless either party provides written notice of cancellation at least 60 days prior to the expiration of the then-current term.

Please provide a signature on the following page to accept the terms of this proposal and the purchase of the listed items.

Thank you for your business!



SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of
this _____ day of _____ 2026.

Company:
WTH Technology, LLC

Client:
St. Paul Town Board
Decatur County, IN

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____



Appendix A

Utility Data Maintenance Layer(s) Included in Subscription:

Layer Type	
1	Sanitary Sewer Pipes
2	Sanitary Sewer Manholes
3	Sanitary Sewer Lift Stations
4	Water Pipes
5	Hydrants
6	Water Valves
7	Water Towers
8	Storm Water Pipes
9	Storm Water Manholes
10	Storm Water Inlets
11	Storm Water Outlets